

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 OF 6
2. AMENDMENT/MODIFICATION NO. P00051		3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE		N00039	7. ADMINISTERED BY (If other than Item 6) CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		Add Application Hosting Services (CLIN x058)		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013
				10B. DATED (SEE ITEM 11) XX April 2015
CODE		FACILITY CODE IU305		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

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-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Walt Leavy, Legal/Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 05/26/15	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 5 / 26 / 2015
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

The purpose of this modification is to add CLIN 0058 (Application Hosting Services (AHS)) “Uplift” services to sections B and C (Option Year 1 through Option Year 4).

1. In Section B, add CLINs as follows:

1058AD	AHS Tier 3 Service Desk Support Uplift	ES	(b)(4)		
2058AD	AHS Tier 3 Service Desk Support Uplift	ES	(b)(4)		
3058AD	AHS Tier 3 Service Desk Support Uplift	ES	(b)(4)		
4058AD	AHS Tier 3 Service Desk Support Uplift	ES	(b)(4)		
1058AE	AHS On Demand Device Scanning Uplift	ES	(b)(4)		
2058AE	AHS On Demand Device Scanning Uplift	ES	(b)(4)		
3058AE	AHS On Demand Device Scanning Uplift	ES	(b)(4)		
4058AE	AHS On Demand Device Scanning Uplift	ES	(b)(4)		
1058AF	AHS On Demand Data Migration Uplift	ES	(b)(4)		
2058AF	AHS On Demand Data Migration Uplift	ES	(b)(4)		
3058AF	AHS On Demand Data Migration Uplift	ES	(b)(4)		(b)(4)
4058AF	AHS On Demand Data Migration Uplift	ES	(b)(4)		(b)(4)
1058AG	AHS Enhanced Backup Retention Uplift	ES	(b)(4)		
2058AG	AHS Enhanced Backup Retention Uplift	ES	(b)(4)		(b)(4)
3058AG	AHS Enhanced Backup Retention Uplift	ES	(b)(4)		
4058AG	AHS Enhanced Backup Retention Uplift	ES	(b)(4)		

2. In Section C, within CLIN 0058 (Application Hosting Services (AHS)), add the CLIN descriptions as follows (Option Year 1 through Option Year 4):

0058AD	ES	AHS Tier 3 Service Desk Support Uplift	<p>This “uplift” service provides additional technical support and coordination to assist in the resolution of application issues not related to AHS “base” services listed in Attachment 1 (PWS) table 3.3-11. These services will be provided under the existing NGEN ITSM process framework including change, incident and problem management as appropriate.</p> <p>The Contractor shall Provide Subject Matter Expert (SME) support for:</p> <ul style="list-style-type: none"> - application level incidents that may require complex technical support, to include network/platform/storage engineering and database/middleware troubleshooting expertise; - determining if an issue is within the AHS Accreditation Boundary or in the NMCI network; - developing and coordinating detailed debugging team activities based on limited information provided by Government application teams; - recommending specific work-arounds for application issues related to limitations in the current environment, while continuing to maintain operational and security requirements; - providing application level problem resolution and capacity management; - assisting with the design and implementation of application-specific changes that mitigate, or eliminate problems, and that optimize use of the as-deployed environment. <p>The Contractor shall provide dedicated Customer Advocate (CA) support for:</p> <ul style="list-style-type: none"> - consulting and coordinating with multiple Government customers and contractor teams to accomplish application-related tasks; - preparing and communicating “scope 1” problems, to include documenting the cause of the problem, efforts to temporarily correct the problem, root-cause analysis, and follow-up steps (this includes any outages to an application’s managed services); - managing incident tickets, involving an application’s managed services, in
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			<p>accordance with established NGEN incident and service desk process;</p> <ul style="list-style-type: none">- providing a monthly summary report (as part of a monthly review) of any incidents or problems affecting an application's managed services;- documenting and tracking the status of changes to an application's managed services, to include providing a summary report of those changes (as part of a monthly review);- planning, controlling, and executing technical changes to an application's managed services;- providing change management documentation to the Government upon request, using the established NGEN change management process in coordination with the application owner's change process (defined in the production guide). <p>This service covers all new and existing CLIN 0058-hosted applications. Existing CLIN 0058-hosted applications include x058AA_0001 through x058AA_0029.</p>
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0058AE	ES	AHS On-Demand Device Scanning Uplift	<p>This “uplift” service provides a one-time Assured Compliance Assessment Solution (ACAS) scan on a selected application server or appliance.</p> <p>The Contractor shall schedule and perform an ACAS scan and provide the following ACAS assessment reports to the application owner:</p> <ul style="list-style-type: none"> - Summary Report.pdf - DetailedVulnerability.csv - UniqueVulnTotals.csv - UniqueIAVMTotals.csv - Nessus scan report <p>The scanning and reporting is application-specific and in addition to scanning and reporting performed as part of normal operations.</p>
0058AF	ES	AHS On-Demand Data Migration Uplift	<p>This “uplift” service provides one-time support for data migrations (application code, data files and/or managed database). Transfer will be from the QA zone to the Production Zone or within those zones.</p> <p>The Contractor shall gather data migration requirements, provide a single point of contact to develop an activity-specific migration plan, review the plan with the application owner, test the migration plan, execute the migration, verify the data migrated, document the results, and document the NGEN request fulfillment process for this service.</p>
0058AG	ES	AHS Enhanced Backup Retention Uplift	<p>This “uplift” service provides enhanced backup retention for customer application backup tapes. The retention is in addition to the requirement in the AHS “base” services listed in Attachment 1 (PWS) section 3.3.21.2.d and table 3.3-11.</p> <p>The Contractor shall provide handling, tracking and offsite storage for sixty (60) days of customer application backup tapes.</p> <p>This service covers all new and existing CLIN 0058-hosted applications. Existing CLIN 0058-hosted applications include x058AA_0001 through x058AA_0029.</p>

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

J

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1 OF 2

2. AMENDMENT/MODIFICATION NO. P00052	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	N00039	7. ADMINISTERED BY (If other than Item 6)	CODE
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		Update CLINS 1032BF, 1032BG, 1032BH, 1032UB in CLIN 32's Section B for Option Year 1	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171			9B. DATED (SEE ITEM 11)
CODE		FACILITY CODE IU305	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013
		X	10B. DATED (SEE ITEM 11) 27 June 2013

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Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on Each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided Each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

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IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
(b)(6)	Kimberly L. Reavis, Contracting Officer,
15C. DATE SIGNED 5/26/2015	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	BY _____ (Signature of Contracting Officer)
	16C. DATE SIGNED

The purpose of this modification is to update and add CLIN 32's, to Sections B (Option Year 1).

1. Delete the following from Section B for Option Year 1

TXS Section B - Option Year One					
CLIN	Supplies/ Services	Qty	Unit	Unit Price	Amount
1032BF	One-Time COI ACL Update	As Ordered	Each	Priced via Rate Card	-
1032BG	One-Time COI Firewall Update	As Ordered	Each	Priced via Rate Card	-
1032BH	One-Time GTSE Update	As Ordered	Each	Priced via Rate Card	-
1032UB	Optional BCR Complexity (b)(4)				-

2. Add the following to Section B for Option Year 1

TXS Section B - Option Year One					
CLIN	Supplies/ Services	Qty	Unit	Unit Price	Amount
1032BF	One-Time COI ACL Update	As Ordered	Each	(b)(4)	(b)(4)
1032BG	One-Time COI Firewall Update	As Ordered	Each	(b)(4)	(b)(4)
1032BH	One-Time GTSE Update	As Ordered	Each	(b)(4)	(b)(4)
1032UB	Optional BCR Complexity (b)(4) Uplift - Implementation	As Ordered			(b)(4)

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J		PAGE OF PAGES 1 OF 4		
2. AMENDMENT/MODIFICATION NO. P00053		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		N00039		7. ADMINISTERED BY (If other than Item 6)		CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil				Definitize a Portion of the CLIN 0090 (Tech Refresh Material Pricing (Option Year1)): TRP2_ORT2s_0003B, 0009, 0011 and TRP2_0024			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO.	
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171						9B. DATED (SEE ITEM 11)	
CODE				FACILITY CODE IU305		10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013 10B. DATED (SEE ITEM 11) 27 June 2013	

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<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended.	

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12. ACCOUNTING AND APPROPRIATION DATA (If required)	
NOT APPLICABLE	

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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return (See Note below) copies to the issuing office.	
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15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Walter R. Leavy, Legal/Contracts		Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(b)(6)	5/27/15		5/27/2015
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

The purpose of this modification is to 1) re-allocate Not-to-Exceed CLIN ceiling from the Base Year to Option Year 1 and 2) definitize a portion of the Option Year1 CLIN 1090 (Tech Refresh Material) pricing. Refer to P00012, P00025, P00030, P00038, P00046, and P00048 for previous CLIN x090 definitizations.

1. In Section B, re-allocate (b)(4) from the “Not-to-Exceed” ceiling amount of Base Year CLIN 0090AA (TXS segment) to Option Year1 CLIN 1090AA (TXS segment).

Base Year Ceiling Decrease

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
0090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

Option Year1 Ceiling Increase

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

This will result in “Not-to-Exceed” ceiling amounts for Base Year CLIN 0090AA (TXS segment) and Option Year1 CLIN 1090AA (TXS segment) as follows.

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
0090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

2. In Section B, revise the following CLIN 0090 values as a result of definitizing a portion of the “Not-to-Exceed” pricing for CLIN 1090AA (b)(4)

	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

(1090AA as established paragraph 1 above)

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

3. In section B, establish the following CLIN that definitizes a portion of the “Not-to-Exceed” pricing during Option Year1:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AH	TXS	Tech Refresh Material (TXS) – (TRP2_ORT2_0003B)	-	EA	(b)(4)	-
1090AJ	TXS	Tech Refresh Material (TXS) – (TRP2_ORT2_0009)	-	EA	(b)(4)	-
1090AK	TXS	Tech Refresh Material (TXS) – (TRP2_ORT2_0011)	-	EA	(b)(4)	-
1090AL	TXS	Tech Refresh Material (TXS) – (TRP2_0024)	-	EA	(b)(4)	-

4. In Section C, establish the following CLIN that definitizes a portion of the “Not-to-Exceed” pricing:

CLIN	ES/TXS	Supplies/Services	Description
1090AH	TXS	Tech Refresh Material (TXS) – (TRP2_ORT2_0003B)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.</p> <p>This CLIN covers the purchase of TRP2_ORT2_0003B equipment.</p>
1090AJ	TXS	Tech Refresh Material (TXS) – (TRP2_ORT2_0009)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.</p> <p>This CLIN covers the purchase of TRP2_ORT2_0009 equipment.</p>
1090AK	TXS	Tech Refresh Material (TXS) – (TRP2_ORT2_0011)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.</p> <p>This CLIN covers the purchase of TRP2_ORT_0011 equipment.</p>
1090AL	TXS	Tech Refresh Material (TXS) – (TRP2_0024)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.</p> <p>This CLIN covers the purchase of TRP2_0024 equipment.</p>

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SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil			Add Application Hosting Services (CLIN x058)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171			(X)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013 10B. DATED (SEE ITEM 11) XX April 2015
CODE		FACILITY CODE IU305		

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15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 6/11/15	16B. UNITED STATES OF AMERICA BY _____	16C. DATE SIGNED 6/11/2015
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

The purpose of this modification is to add CLIN 0058 (Application Hosting Services (AHS)) "Rate Card" services to sections B and C (Option Year 1 through Option Year 4).

1. In Section B, add CLINs as follows:

CLIN	Supplies/Services	Segment	Unit	Unit Price	Amount
1058AH	AHS Storage - 50GB Block	ES	Monthly	(b)(4)	-
2058AH	AHS Storage - 50GB Block	ES	Monthly	(b)(4)	-
3058AH	AHS Storage - 50GB Block	ES	Monthly	(b)(4)	-
4058AH	AHS Storage - 50GB Block	ES	Monthly	(b)(4)	-
CLIN	Supplies/Services	Segment	Unit	Unit Price	Amount
1058AJ	AHS Full DIACAP (IA Certification) Package Support	ES	Each	(b)(4)	-
2058AJ	AHS Full DIACAP (IA Certification) Package Support	ES	Each	(b)(4)	-
3058AJ	AHS Full DIACAP (IA Certification) Package Support	ES	Each	(b)(4)	-
4058AJ	AHS Full DIACAP (IA Certification) Package Support	ES	Each	(b)(4)	-
CLIN	Supplies/Services	Segment	Unit	Unit Price	Amount
1058AK	AHS Incremental Support (Hour Increment)	ES	Each	(b)(4)	-
2058AK	AHS Incremental Support (Hour Increment)	ES	Each	(b)(4)	-
3058AK	AHS Incremental Support (Hour Increment)	ES	Each	(b)(4)	-
4058AK	AHS Incremental Support (Hour Increment)	ES	Each	(b)(4)	-
CLIN	Supplies/Services	Segment	Unit	Unit Price	Amount
1058AL	AHS DIACAP Package Support (Administrative IA Certification Package Update Only)	ES	Each	(b)(4)	-
2058AL	AHS DIACAP Package Support (Administrative IA Certification Package Update Only)	ES	Each	(b)(4)	-
3058AL	AHS DIACAP Package Support (Administrative IA Certification Package Update Only)	ES	Each	(b)(4)	-
4058AL	AHS DIACAP Package Support (Administrative IA Certification Package Update Only)	ES	Each	(b)(4)	-

2. In Section C, within CLIN 0058 (Application Hosting Services (AHS)), add the CLIN descriptions as follows (Option Year 1 through Option Year 4):

CLIN	Segment	Supplies/Services	Description
0058AH	ES	AHS Storage - 50GB Block	<p>Provide AHS storage, in a 50 GB block, to provide data storage services in accordance with Attachment 1 (PWS) section 3.3.21.2d.</p> <p>This service can be ordered for all new and existing CLIN 0058-hosted applications. Existing CLIN 0058-hosted applications include x058AA_0001 through x058AA_0029.</p>
0058AJ	ES	AHS Full DIACAP (IA Certification) Package Support	<p>Provide technical Subject Matter Expert (SME) and technical Administrative support to Government application teams to develop a full DIACAP (IA Certification) package.</p> <p>The Contractor support shall include:</p> <ul style="list-style-type: none"> - Developing a vulnerability matrix and scorecard, risk analysis reports, and providing input that supports the documentation cited below; - Developing a database vulnerability matrix for any relevant, inherited OS controls, or for applications that have ordered a database uplift service, as listed in Attachment 1 (PWS) table 3.3-11; - Reviewing the standard vulnerability responses and report generation (vulnerability matrix, database vulnerability matrix, scorecard, risk analysis reports, etc.) and developing a Plan of Action, and Milestones (POA&M) to address all associated issues; - Providing an "as-Deployed Hardware List," to include validating the final package ("as-Deployed Hardware List); - Providing an "as-Deployed Software List," to include validating the final package (as-Deployed Software List); - Defining contractor provided ports, protocols and services and validating, as included in the final Ports, Protocols and Services (PPS), Ports, Protocols and Services Management (PPSM) and Category Assurance List (CAL) artifacts; - Defining Accreditation Boundaries using the service-standard template; and - Documenting the physical security measures/facilities using the service-standard template. <p>This service can be ordered for all new and existing CLIN 0058-hosted applications. Existing CLIN 0058-hosted applications include x058AA_0001 through x058AA_0029.</p>

0058AK	ES	AHS Incremental Support (Hour Increment)	<p>Provide technical Subject Matter Expert (SME) and technical Administrative support to Government application teams, to include collaboration session participation, information gathering, planning, or other necessary activities in support of hosted applications. This service is provided in one (1) hour increments and includes both the technical SME (one person) and Administrative (one person) support personnel.</p> <p>This service can be ordered for all new and existing CLIN 0058-hosted applications. Existing CLIN 0058-hosted applications include x058AA_0001 through x058AA_0029.</p>
0058AL	ES	AHS DIACAP Package Support (Administrative IA Certification Package Update Only)	<p>Provide technical Subject Matter Expert (SME) and technical Administrative support to Government application teams to develop an “administrative update” to a previously developed DIACAP (IA Certification) package.</p> <p>The Contractor support shall include:</p> <ul style="list-style-type: none"> - Reviewing all documentation created during previous full DIACAP package efforts; - Reviewing current vulnerabilities (severity level I to III for inherited base build and infrastructure controls); - Reviewing current database vulnerabilities for applications that have ordered a database uplift service, as listed in Attachment 1 (PWS) table 3.3-11; - Reviewing standard vulnerability responses (i.e. those for severity level I to III for inherited base build and infrastructure controls and those associated database uplifts) and associated report generation, to include Plan of Action and Milestones (POA&M); and - Performing additional vulnerability investigations for shared controls. <p>This service can be ordered for all new and existing CLIN 0058-hosted applications. Existing CLIN 0058-hosted applications include x058AA_0001 through x058AA_0029.</p>

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

The purpose of this modification is to 1) re-allocate Not-to-Exceed CLIN ceiling from the Base Year to Option Year 1 and 2) definitize a portion of the Option Year1 CLIN 1090 (Tech Refresh Material) pricing. Refer to P00012, P00025, P00030, P00038, P00046, P00048 and P00053 for previous CLIN x090 definitizations.

1. In Section B, re-allocate (b)(4) from the “Not-to-Exceed” ceiling amount of Base Year CLIN 0090AA (TXS segment) to Option Year1 CLIN 1090AA (TXS segment).

Base Year Ceiling Decrease

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
0090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

Option Year1 Ceiling Increase

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4) \$ (b)(4)	-

This will result in “Not-to-Exceed” ceiling amounts for Base Year CLIN 0090AA (TXS segment) and Option Year1 CLIN 1090AA (TXS segment) as follows.

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
0090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

2. In Section B, revise the following CLIN 1090 values as a result of definitizing a portion of the “Not-to-Exceed” pricing for CLIN 1090AA (b)(4)

(b)(4)

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-
1090AB	ES	Enterprise Services (ES)	-	LOT	(b)(4)	-

(1090AA as established paragraph 1 above; 1090AB as established in P000046)

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-
1090AB	ES	Enterprise Services (ES)	-	LOT	(b)(4)	-

3. In section B, establish the following CLINs that definitize a portion of the “Not-to-Exceed” pricing during Option Year1:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AM	TXS	Tech Refresh Material (TXS) – (TRP2_0005)	-	EA	(b)(4)	-
1090AN	ES	Tech Refresh Material (ES) – (TRP2_0013A)	-	EA	(b)(4)	-
1090AP	TXS	Tech Refresh Material (TXS) – (TRP2_0003C)	-	EA	(b)(4)	-
1090AQ	ES	Tech Refresh Material (ES) – (TRP2_0014A)	-	EA	(b)(4)	-
1090AR	TXS	Tech Refresh Material (TXS) – (TRP2_0014B)	-	EA	(b)(4)	-

4. In Section C, establish the following CLINs that definitize a portion of the “Not-to-Exceed” pricing:

CLIN	ES/TXS	Supplies/Services	Description
1090AM	TXS	Tech Refresh Material (TXS) – (TRP2_0005)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16. This covers the purchase of (TRP2_0005) equipment.
1090AN	ES	Tech Refresh Material (ES) – (TRP2_0013A)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16. This covers the purchase of (TRP2_0013A) equipment.
1090AP	TXS	Tech Refresh Material (TXS) – (TRP2_0003C)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16. This covers the purchase of (TRP2_0003C) equipment.
1090AQ	ES	Tech Refresh Material (ES) – (TRP2_0014A)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16. This covers the purchase of (TRP2_0014A) equipment.
1090AR	TXS	Tech Refresh Material (TXS) – (TRP2_0014B)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16. This covers the purchase of (TRP2_0014B) equipment.

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

J

PAGE OF PAGES

1 OF 2

2. AMENDMENT/MODIFICATION NO. P00056		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		CODE N00039		7. ADMINISTERED BY (If other than Item 6)		CODE	
				Incorporate Option Year 1, Period 3 into Attachment 3; Award Fee Plan			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013	
						10B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE IU305					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED-PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Jonathan Dantzier, Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly Reavis, Contracting Officer	
15B. CONTRACTOR/OFFEROR (b)(6)		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED 7-6-15		16C. DATE SIGNED (b)(6)	
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

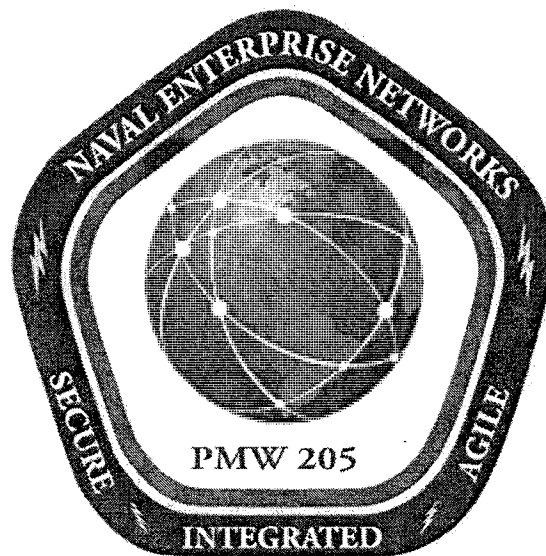
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PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)
FAR (48 CFR) 53.243

The purpose of this modification is to incorporate the following changes into Attachment 3 - Award Fee Plan of the NGEN Contract N00039-13-D-0013:

1. Incorporate Option Year 1, Period 3: 1 April 2015 through 30 September 2015 into Attachment 3; Award Fee Plan.
2. All other terms and conditions of contract N00039-13-D-0013 remain unchanged and in full force and effect.



Contract # N00039-13-D-0013
ATTACHMENT 3
AWARD FEE PLAN

FINAL

DATE: 3 JUN 2015

Program Executive Office, Enterprise Information Systems
Program Manager, Naval Enterprise Networks
1325 10th Street, SE, Suite 301
Washington, DC 20374

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1. INTRODUCTION

In addition to any profit to be paid under the provisions of the contract, the Contractor may earn an award fee up to an amount set forth in the contract. This document outlines the strategy, responsibilities, procedures, and criteria for determining award fee. The primary objective of the Award Fee Plan is to motivate and reward the Contractor to provide products and services that exceed customer expectations and threshold performance requirements.

1.1 Basis for Award Fee

The Government will ensure the Contractor is given the opportunity to understand the basis for the award amount. The award fee basis is a combination of subjective criteria and performance-based metrics. The allocated fee set forth shall not be increased except as a result of an increase in the scope of effort required under the contract. Since any portion of the award fee for each evaluation period must be earned, the Contractor begins each evaluation period with an initial earned amount of 0% of the available award fee. There is no rollover of any unearned fees. This means that any award fee unearned in any period shall not be added to the amount of award fee available in any subsequent period. The Contractor shall be paid the determined amount of the award fee upon submittal of a proper invoice¹. There is no invoicing of award fee prior to a final determination from the Fee Determining Official (FDO) and task order execution by the Procuring Contracting Officer (PCO). Performance evaluation will also serve to advise Contractor of trends indicating strengths and/or weaknesses that might result in increase or decrease of award fee earned during evaluation periods.

1.2 Determination of Award Fee

Award fee determination ranges from 0 to 100% and will be based on the Government's assessment of the Contractor's attainment of the objective and subjective performance measures outlined in this plan. To be eligible to receive an award fee, the contractor must display performance that exceeds threshold performance. If the Contractor fails to exceed threshold performance, the Contractor will not earn an award fee. The Government shall assure fairness of evaluation as well as prompt and consistent feedback. The specific details of the overall performance assessment method are set forth herein. The Contractor will not be held responsible for failure to achieve performance for reasons directly attributable to the Government or a third party. Potential disagreements in this area are not subject to the dispute provision of this contract.

1.3 Award Fee Plan Change Procedure

The Award Fee Plan and award fee criteria may be modified to put emphasis on those areas the Government deems most critical. After the Award Fee Plan has been approved and prior to each award fee period, a review will be conducted by the Program Office and Procuring Contracting Officer (PCO) to ensure the objectives are still relevant and are written in such a way to incentivize above threshold performance. Unilateral changes to the Award Fee Plan evaluation factors and their weightings can be enacted if the PCO provides the contractor written notification fifteen (15) days or more in advance of the start of the targeted evaluation period. Bilateral changes via mutual agreement of the parties will occur when the Government desires a change to the Award Fee Plan and there are less than 15 days remaining before the start of the targeted evaluation period.

¹ Note: Award Fee is not subject to the termination clauses of this contract. In other words, costs associated with the Award Fee process are not reimbursable under this contract.

2. ORGANIZATION AND RESPONSIBILITIES

The Award Fee Board (AFB) provides an objective and subjective assessment of the contractor's performance against established criteria. The Award Fee Board membership consists of the PMW 205 Program Manager, Deputy Program Manager, all Assistant Program Managers (APM), senior representative(s) from the United States Marine Corps (USMC), and the Lead Procuring Contract Officer (PCO). The Award Fee Board Chairperson and overall process are supported by an Award Fee Recorder. The role for each Award Fee Board member is provided in Table 1. The Fee Determining Official (FDO) makes the final determination regarding amount of award fee earned during the evaluation period and ensures the award fee process integrity is maintained.

Table 1. Award Fee Board

AFB Role	Equivalent PMW 205 or USMC Source
Fee Determining Official	Program Manager, PMW 205
Chairperson	APM, Contract Quality Assurance and Performance Management
Board Members	Deputy Program Manager, Assistant Program Managers (APM), senior representative(s) from the United States Marine Corps (USMC), and the Lead Procuring Contract Officer (PCO)
Award Fee Recorder	SPAWAR 2.0 Contract Specialist

2.1 Fee Determining Official (FDO)

The FDO is the NGEN Program Manager. The FDO shall make the final award fee determination based upon the performance evaluation recommendations presented by AFB. The evaluation criteria used by the AFB is described in detail in Section 6 of this document. The amount of the total fee to be paid to the Contractor and the methodology for determining the total fee are unilateral decisions made solely at the discretion of the Government (FAR 16.401(e)(2)). The FDO will:

- Approve the Award Fee Plan and any changes to the Award Fee Plan, award fee criteria, or methodology of determining award fee amounts.
- Convene the Award Fee Board.
- Review the recommendations of the AFB, consider all pertinent data, and determine the amount of award fee earned for each period.
- Notify the Contractor, in writing, of the amount of award fee for each award fee period with a description of the Contractor's strengths, areas for improvement, and future expectations.
- Authorize the Procuring Contracting Officer to make payment.

2.2 AFB Chairperson

The purpose of the AFB is to evaluate the Contractor's overall performance with particular focus on performance that meets and/or exceeds customer expectations and threshold performance. In addition to being a participatory member of the AFB, the Chairperson will:

- Collect all performance assessments from the PMW 205 APMs and the USMC AFB representative(s) and develop a single, coherent Evaluation Report, to include the recommended award fee amount.
- Provide the collective AFB Evaluation Report to the AFB members for review and comment.
- Schedule and Chair the AFB meeting.
- At the appropriate time, provide the AFB Evaluation Report to the FDO for approval.
- Prior to each award fee period, facilitate and document recommended changes to the Award Fee Plan and present the revised plan to the FDO for approval.

2.3 AFB Members

Award Fee Board members will:

- Be familiar with the contract requirements, this Award Fee Plan, and the NGEN QASP - especially the performance rating criteria for their assigned evaluation areas.
- Conduct assessments according to contract requirements and the Award Fee Plan, ensuring evaluations are fair and accurate.
- Understand the performance requirements and monitor Contractor performance levels necessary to achieve each level of performance as defined in the Award Fee Plan.
- When applicable, collect and include performance evaluation inputs from stakeholders and team members, to include recommended award fee percentages.
- Maintain written records of Contractor's performance and provide a performance report in assigned evaluation areas that details specific examples where:
 - (1) performance exceeds contract threshold requirements;
 - (2) performance exceeds customer expectations;
 - (3) performance improvement has occurred since the previous award period; and/or
 - (4) performance meets or is below contract threshold requirements, where improvements are necessary or desired.
- Document the collective findings via an evaluation report (MS Word) and an evaluation brief (PowerPoint).
- Participate in AFB meetings and briefings.
- Submit the evaluation report to the AFB Chairperson and Recorder as directed.
- Prepare the evaluation brief for eventual presentation to the FDO.
- At the appropriate time, document recommended changes to the Award Fee Plan.

2.4 Award Fee Recorder

The Award Fee Recorder will coordinate the administrative actions necessary to manage the AFB activities, including:

- Manage all activities associated with the AFB process, including scheduling and assisting with internal evaluation milestones.
- Notify AFB members of when and what required reports are due.
- Receive, process, and distribute evaluation reports from all required sources.
- Consolidate assessments and recommendations for presentation to the AFB for evaluation periods.
- Document and maintain AFB activities in official files.
- Maintain official AFB files and internal procedures and other documentation that have a bearing on the FDO's decision.
- Record and distribute minutes of the AFB meetings (a copy of which will be provided to the PCO for retention in the contracting organization's files).

2.5 Procuring Contracting Officer

The PCO is the liaison between Contractor and Government personnel on all issues. The PCO will:

- Act as the liaison between the Contractor and Government personnel.
- Notify the Contractor of the initial and final performance findings.
- Prepare FDO Award Fee determination letter along with a description of Contractor's performance, strengths, weaknesses, improvement areas, and expectations for future performance.
- Forward FDO decision with regard to the award fee determination.
- As directed by the FDO, execute modifications to the contract to incorporate changes to the Award Fee Plan.
- Maintain the contract file.

3. AWARD FEE EVALUATION PROCESS

The Contractor will be subject to a Firm Fixed Price/Award Fee (FPAF) process to incentivize Contractor's performance at or above acceptable service threshold performance and standards outlined in the NGEN Performance Work Statement (PWS). The Government shall provide specific performance areas in the Award Fee Plan to evaluate the Contractor's performance during each evaluation period with the specific intent of identifying performance that exceeds threshold requirements. Criteria may be modified each award fee period.

No later than 35 days after the award fee period concludes, the Government shall conduct an Award Fee Board to assess the Contractor's performance. Inputs such as the Contractor's Self-Assessment, Service Level Manager performance assessments and other supporting justification will be considered during the AFB.

3.1 Award Fee Board Evaluation Process

The Award Fee Board (AFB) evaluation process will proceed as follows:

- Prior to the end of the evaluation period the AFB Chairperson and Recorder will establish a schedule for each required evaluation process step and notify the AFB members of the upcoming Award Fee process requirements.
- AFB members will submit quarterly performance assessments for their respective areas of emphasis to the AFB Chairperson and Recorder. The content of each performance assessment shall explicitly address and document contractor performance/accomplishments at and/or above customer expectation and threshold performance².
- Within fifteen (15) business days after the end of an evaluation period, the Contractor shall furnish to the PCO a self-assessment for each performance area under review, including any information that may be reasonably required to assist the AFB in evaluating the Contractor's performance for the evaluation period. This self-assessment may not exceed 50 pages in length.
- The AFB evaluation may occur within fifteen (15) business days after due date for the Contractor's self-assessment. The AFB may consider additional reports, both oral and written. Performance assessment results and supporting rationale will be reviewed, integrated, and the AFB will arrive at consensus agreement on the performance rating.
- The AFB Recorder will document AFB discussions and deliberations in the meeting minutes. These minutes, with the briefings, will provide a record of the events leading to the FDO decision. The minutes and briefings comprise the official file to substantiate the award fee decision.

3.2 Award Fee Board Findings

Determinations by the FDO with respect to the amount of the total fee to be paid to the Contractor are unilateral decisions made solely at the discretion of the Government (FAR 16.401 (e)(2)).

- Forwarding award fee recommendation to the FDO. Not more than thirty-five (35) business days after any evaluation period, the rating will be compiled by the AFB Chairperson who will then develop and forward the overall award fee recommendation to the FDO. The AFB's recommendation to the FDO will include supporting rationale, dissenting opinions, and any significant changes recommended to the Award Fee Plan.
- Notifying the Contractor of FDO Proposed Final Determination. The FDO makes the proposed final determination and, via the PCO, will notify the Contractor in writing of the award fee proposed, including an evaluation of Contractor's performance. This correspondence will include supporting data/information as applicable. The Contractor may provide a written response or acceptance to the PCO within seven (7) calendar days of proposed final determination letter. The FDO will consider these comments when establishing the award fee earned. The FDO will then provide the PCO a final performance evaluation and determination of the award fee earned for that period within seven (7) calendar days after receipt of the AFB's findings or the Contractor's written comments, whichever is later.
- Issuing a Unilateral Task Order. Once the FDO provides final performance evaluation and determination of the award fee to the PCO, the FDO will authorize the PCO to award the determined fee. The PCO will issue a unilateral task order / contract modification for the payment of the award fee to Contractor within fifteen (15) days after receiving authorization from the

² Note: Assessment information that details Contractor performance/accomplishments that are below threshold performance shall be documented in the annual Contractor Performance Assessment and Reporting System (CPARS) process.

FDO. The goal is to have the award fee payment to Contractor sixty (60) days from the end of the award fee period.

4. AVAILABLE AWARD FEES AND EVALUATION PERIODS

The available award fee for each evaluation period for this contract is set forth below in Table 2. The Contractor may earn a total award fee amount of up to \$92.02M during the period of performance of the contract up to FY17 if all options are exercised. All award fee determinations are independent of other determinations for the NGEN program.

Table 2. Award Fee Pool and Evaluation Periods

Contract Year	Award Fee Period	Term	Allocated Award Fee per Year (\$M)	Award Fee Percentage (%)
Base Year	1	Annual	(b)(4)	(b)(4)
Option Year One	2	Mid-Term	(b)(4)	(b)(4)
	3	Annual	(b)(4)	(b)(4)
Option Year Two	4	Mid-Term	(b)(4)	(b)(4)
	5	Annual	(b)(4)	(b)(4)
Option Year Three	6	Mid-Term	(b)(4)	(b)(4)
	7	Annual	(b)(4)	(b)(4)
Option Year Four	8	Mid-Term	(b)(4)	(b)(4)
	9	Annual	(b)(4)	(b)(4)
TOTAL AWARD FEE			(b)(4)	(b)(4)

(b)(4)

5. ADJECTIVAL RATING CRITERIA

The adjectival ratings associated with the respective award fee percentage and evaluation criteria are provided in Table 3.

Table 3. Adjectival Rating Descriptions

Adjectival Rating	% Award Fee Range	Description
Far Above Customer Expectations and Threshold Performance	91 - 100%	The Contractor successfully achieved threshold performance. Additionally, in almost all cases, the Contractor exceeded customer expectations and threshold performance requirements as defined in this Award Fee Plan.
Significantly Above Customer Expectations and Threshold Performance	76 - 90%	The Contractor successfully achieved threshold performance. Additionally, in most cases, the Contractor exceeded customer expectations and threshold performance requirements as defined in this Award Fee Plan.
Above Customer Expectations and Threshold Performance	51 - 75%	The Contractor successfully achieved threshold performance. Additionally, in some cases, the Contractor exceeded customer expectations and threshold performance requirements as defined in this Award Fee Plan.
At Customer Expectations and Threshold Performance	≤50%	The Contractor in almost all cases successfully achieved threshold performance; Additionally, in a few cases, the Contractor exceeded customer expectations and threshold performance requirements as defined in this Award Fee Plan.
Below Customer Expectations and Threshold Performance	0%	The Contractor in almost all cases did not successfully achieve threshold performance or meet customer expectations as defined in this Award Fee Plan.

6. EVALUATION FACTORS

The NGEN program evaluation criteria will be subject to those actions considered to be within the control of the Contractor. The criteria listed in Table 4 shall be used to evaluate the Contractor performance for each factor listed below.

Table 4. Percentage of Award Fee per Evaluation Factor

No.	Evaluation Factors	% Allocated from Award Fee Pool
1	Technical Performance	
2	Transition Support	
3	Management Performance (USN)	(b)(4)
4	Management Performance (USMC)	
5	Small Business Participation	

6.1 Technical Performance

6.1.1 Service Delivery Performance. Service Level Requirement (SLR) level of service scores are calculated by averaging monthly performance data across the period of performance. Measures are aligned to SLR thresholds and objectives outlined in Attachment 13 of the NGEN contract.

6.1.1.1 Enterprise Messaging Services. Measures the percentage of time that NIPR and SIPR email is available at the end user workstation. This is a measured transaction that is generated from the representative end user workstation/s (end point/s) across the full connection infrastructure including the LAN, BAN, and WAN. Reference SLR 101. The award fee criteria are provided below.

Table 5. Criteria for Enterprise Messaging Services

Adjectival Rating	Performance Targets	Level of Service
	Percentage	≥99.99%
Far Above Customer Expectations and Threshold Performance	Time	
	Percentage	≥99.90%
Significantly Above Customer Expectations and Threshold Performance	Time	
	Percentage	≥99.80%
Above Customer Expectations and Threshold Performance	Time	
	Percentage	>99.70%
At Customer Expectations and Threshold Performance	Time	

6.1.1.2 Electronic Software Delivery Services. Enterprise measure of the success of software patches, updates and upgrades delivered to end user devices, servers and appliances. Reference SLR 102. The award fee criteria are provided below.

Table 6. Criteria for Electronic Software Delivery Services

Adjectival Rating	Performance Targets	Level of Service
Far Above Customer Expectations and Threshold Performance	Percentage	≥99.00%
	Time	
Significantly Above Customer Expectations and Threshold Performance	Percentage	≥98.50%
	Time	
Above Customer Expectations and Threshold Performance	Percentage	≥97.50%
	Time	
At Customer Expectations and Threshold Performance	Percentage	>97.00%
	Time	

6.1.1.3 Malware Detection and Prevention Services. Enterprise measure of the percentage of complete pushes relating to malware signature and IA component policy files for all applicable NMCI network connected devices. Service provider will update all signatures & update files for all IA and security components. Reference SLR 104. The award fee criteria are provided below.

Table 7. Criteria for Malware Detection and Prevention Services

Adjectival Rating	Performance Targets	Level of Service
Far Above Customer Expectations and Threshold Performance	Percentage	=100.00%
	Time	≤8 hours
Significantly Above Customer Expectations and Threshold Performance	Percentage	≥99.90%
	Time	≤12 hours
Above Customer Expectations and Threshold Performance	Percentage	≥99.90%
	Time	≤18 hour
At Customer Expectations and Threshold Performance	Percentage	≥99.90%
	Time	<24 hours

6.1.1.4 End User Computing Services. End User Incident Resolution: Enterprise measure of the percentage of resolved incidents (via customer impacting trouble tickets) against identified performance metrics. Reference SLR 105. The award fee criteria are provided below.

Table 8. Criteria for End User Computing Services

Adjectival Rating	SLR Number	105.LOS1.24HRS	105.LOS1.96HRS	105.LOS1.336HRS	105.LOS2.2HRS	105.LOS2.24HRS
	Level of Service	LOS 1	LOS 1	LOS 1	LOS 2	LOS 2
Far Above Customer Expectations and Threshold Performance	Target Percentage	>90.00%	≥90.00%	≥99.00%	>90.00%	>99.00%
	Target Time	≤ 4 hours	≤ 96 hours	≤ 336 hours	≤ 1 hour	≤ 16 hours
Significantly Above Customer Expectations and Threshold Performance	Target Percentage	≥87.00%			>90.00%	>99.00%
	Target Time	≤ 4 hours			≤ 1.25 hours	≤ 18 hours
Above Customer Expectations and Threshold Performance	Target Percentage	≥84.00%			>90.00%	>99.00%
	Target Time	≤ 4 hours			≤ 1.75 hours	≤ 21 hours
At Customer Expectations and Threshold Performance	Target Percentage	≥80.00%			≥90.00%	≥99.00%
	Target Time	≤ 4 hours			≤ 2 hours	≤ 24 hours

6.1.1.5 Service Desk Services. Enterprise measure of the restoration time of services associated with the network infrastructure measured against an identified network incident. A network incident is defined as an unplanned service disruption or degradation. Reference SLR 106. The award fee criteria are provided below.

Table 9. Criteria for Service Desk Services - Network Incident Resolution

Adjectival Rating	SLR Number	106.LS.1HR	106.LS.4HRS	106.LS.18HRS	106.SS.4HRS	106.SS.24HRS	106.VS.4HRS	106.VS.24HRS	106.VSSD.12HRS	106.VSSD.24HRS
	SLR Name	Network Incident Resolution - Large - Type 1.1 Sites			Network Incident Resolution - Small - Type 1.2 Sites		Network Incident Resolution - VS - Type 2 Sites		Network Incident Resolution - VSSD - Type 3 Sites	
Far Above Customer Expectations and Threshold Performance	Target Percentage	>50.00%	>90.00%	≥98.00%	>80.00%	≥98.00%	≥70.00%	≥98.00%	≥80.00%	≥95.00%
	Target Time	≤ 1 hour	≤ 4 hours	≤ 18 hours	≤ 4 hours	≤ 12 hours	≤ 4 hours	≤ 24 hours	≤ 12 hours	≤ 24 hours
Significantly Above Customer Expectations and Threshold Performance	Target Percentage	≥45.00%	≥85.00%		≥75.00%	≥98.00%				
	Target Time	≤ 1 hour	≤ 4 hours		≤ 4 hours	≤ 16 hours				
Above Customer Expectations and Threshold Performance	Target Percentage	≥35.00%	≥80.00%		≥73.00%	≥98.00%				
	Target Time	≤ 1 hour	≤ 4 hours		≤ 4 hours	≤ 20 hours				
At Customer Expectations and Threshold Performance	Target Percentage	≥25.00%	≥75.00%		≥70.00%	≥98.00%				
	Target Time	≤ 1 hour	≤ 4 hours		≤ 4 hours	≤ 24 hours				

6.1.1.6 Print Services. Print Services Availability: Enterprise measure of the availability of all print servers throughout the NMCI environment. Reference SLR 211. The award fee criteria are provided below³.

Table 10. Criteria for Print Services

Adjectival Rating	Performance Targets	Level of Service
	Percentage	≥99.50%
Far Above Customer Expectations and Threshold Performance	Time	

6.1.1.7 Service Desk Services. Measures the average of time a caller waits, after choosing the last voice menu prompt on the Automated Call Distribution (ACD) system and before an agent answers or the customer is forwarded to the appropriate voice mailbox. Reference SLR 213. The award fee criteria are provided below.

Table 11. Criteria for Service Desk Services - Average Speed to Answer

Adjectival Rating	Performance Targets	Level of Service
	Percentage	
Far Above Customer Expectations and Threshold Performance	Time	≤40 seconds

6.1.1.8 Service Desk Services. Enterprise measure of the time it takes for a service desk agent to contact a customer in response to a voice mail or email. Reference SLR 214. The award fee criteria are provided below.

Table 12. Criteria for Service Desk Services - Average Speed of Response

Adjectival Rating	Performance Targets	Level of Service & SLR Number	
		214.VM	214.EM
Far Above Customer Expectations and Threshold Performance	Percentage		
	Time	≤60 minutes	≤4 hours

6.1.1.9 Authentication and Authorization Services. User Authentication Logon Services shall be measured from the end-user device and test the time required for the end-user cryptographic logon request to traverse the intranet, validate the end-user's identity and permit the end-user to access the network. Reference SLR 219. The award fee criteria are provided below.

Table 13. Authentication and Authorization Services

Adjectival Rating	Performance Targets	Level of Service
	Percentage	≥90% of the time
Far Above Customer Expectations and Threshold Performance	Time	≤ 30 seconds

³ For SLRs where the objective measure was the same as the threshold, the Contractor only needed to meet the threshold to receive a "Far Above Customer Expectations and Threshold Performance" adjectival rating.

6.1.1.10 LAN Services. Measures the availability of connectivity for LANs and attached devices and will be calculated as the percentage of time that the LAN network is capable of accepting and delivering application data to the total time in the measurement period. It is measured end-to-end from LAN demarcation to the LAN point of presence. Reference SLR 222. The award fee criteria are provided below.

Table 14. Criteria for LAN Services

Adjectival Rating	Performance Targets		Level of Service
	Percentage	Time	
Far Above Customer Expectations and Threshold Performance	Percentage		≥99.90%
	Time		

6.1.1.11 BAN Services. Enterprise measure of the availability of connectivity for Navy BANs and attached devices and will be calculated as the percentage of time that the BAN network is capable of accepting and delivering application data to the total time in the measurement period. It is measured end-to-end from BAN demarcation to the LAN point of presence. Reference SLR 225. The award fee criteria are provided below.

Table 15. Criteria for BAN Services

Adjectival Rating	Performance Targets		Level of Service
	Percentage	Time	
Far Above Customer Expectations and Threshold Performance	Percentage		≥99.90%
	Time		

6.1.1.12 Problem Management. The percentage of Critical Problems for which the root cause is identified within a specified time period from the Critical Problem's inception. Reference SLR 302.2. The award fee criteria are provided below.

Table 16. Criteria for Problem Management

Adjectival Rating	Performance Targets		Level of Service
	Percentage	Time	
Far Above Customer Expectations and Threshold Performance	Percentage		≥95.00%
	Time		≤8 days
Significantly Above Customer Expectations and Threshold Performance	Percentage		≥90.00%
	Time		≤8 days
Above Customer Expectations and Threshold Performance	Percentage		≥85.00%
	Time		≤8 days
At Customer Expectations and Threshold Performance	Percentage		>80.00%
	Time		≤8 days

6.1.2 Project Performance. The Government will evaluate the Contractor on the technical performance in the completion of projects. Engineering, Certification & Accreditation and Testing will be evaluated for project performance.

6.1.3 Enterprise Engineering Design and Support Services. The Government will evaluate the Contractor on the effectiveness of engineering and technical support for services, systems, and infrastructure to include the quality of engineering products (e.g. DSEM Technical Packages, Requests for Change, Baselines) and efficiency in process support for areas such as change and configuration management. The Contractor's ability to fully implement and integrate its Systems Engineering process (Defense Systems Engineering Method) will also be evaluated, to include preparing for DSEM Technical Reviews (DTRs).

6.1.4 Certification & Accreditation (C&A). The Government will evaluate the Contractor on its ability to complete C&A packages that achieve accreditation on the first attempt. Accreditation received through interim Authority to Operate (IATO) shall be counted as a successful accreditation, provided an Authority to Operate (ATO) is achieved within the required timeframes. The accreditation percentage measurement equals the total number of successful accreditations on first attempt divided by the total number of adjudicated packages

Table 17. Criteria for Certification and Accreditation (C&A)

Adjectival Rating	Performance Targets	Level of Service
Far Above Customer Expectations and Threshold Performance	Success rate on the first attempt	≥90.00%
	Success rate for all third attempt accreditations	100.00%

6.1.5 Service Validation & Test (SVT). The Government will evaluate the Contractor on their effective execution of testing services and support, inclusive of quality test results, compliance with technical and operational thresholds, effective communication and meeting planning goals and schedules. The Contractor will be evaluated on the level of cooperation and integration of Government personnel at the Contractor test facility. The Government will also assess the quality of test plans, test procedures and test results.

6.1.6 Modernization and Innovation. As technologies evolve, the DON will look for the Contractor, in partnership with the Government, to recommend areas for modernization which permit operations to be conducted more efficiently. The primary process for modernization and innovation is the Technology Refresh Plan (TRP). The Contractor will be evaluated on its completion of Analysis of Alternatives (AoAs), successful integration of TRP triggers for proactive refresh planning and prioritization, and Government acceptance of alternate technologies that increase performance or lower expenses.

6.1.7 Facility/Auxiliary Drawings. The government will perform a subjective evaluation on the contractor's ability to ensure current drawings are: (1) maintained; and (2) updated when facilities related work is performed. The contractor shall maintain drawings that include all installed facilities and auxiliaries equipment (HVAC and cooling coils, electrical systems and power panels, fire detection and suppression systems, uninterruptible power supply, batteries, and generators) as per PWS Section 3.5.8 and CDRL A050.

6.1.8 NGEN Managed Software Assets. The Government will perform a subjective evaluation on the contractor's ability to identify, track, report, and manage all NGEN software assets. The Contractor shall identify and manage changes to license requirements for the network for the following areas of concern:

- Inventory sufficiency via monthly reviews of "in-use" and licensed assets for all software to ensure licensed inventory exceeds or matches "in-use" software quantities,
- Contractor responsiveness to remedy identified excess "in-use" quantities (license shortfalls) in a timely fashion. Monthly reviews of "in-use" and licensed assets for all software will be used to identify months showing excess "in-use" quantities.

6.1.9 Asset Management System. The Government will evaluate the Contractor's implementation and utilization of their asset management system, specifically looking to assess Asset Management data quality to achieve 98% data accuracy for unclassified assets and 100% data accuracy for classified assets as per PWS Section 3.4.1.3e (i) and CDRL A029. The government will assess the precision for a random sample not to exceed 3000 asset records and evaluate the following fields: serial number, asset tag, IUID, site, building, floor, room, row, rack, and status. The award fee criteria are provided below.

Table 18. Criteria for Asset Management System

Adjectival Rating	Performance Targets	Accuracy
Far Above Customer Expectations and Threshold Performance	Percentage	100.0%
Significantly Above Customer Expectations and Threshold Performance	Percentage	≥99.0%
Above Customer Expectations and Threshold Performance	Percentage	≥98.5%
At Customer Expectations and Threshold Performance	Percentage	≥98.0%

6.1.10 Configuration Management. The Government will evaluate the Contractor's implementation, accuracy and utilization of their Configuration Management System (CMS).

The Government will evaluate the following:

- The contractor's delivery and Government acceptance of the technical baselines. These are the fundamental foundation of the Configuration Management Systems.
- The Contractor's ability to achieve and maintain Configuration Management in accordance with the CMIP. This includes the Contractor's ability to identify, track, and report all NGEN-managed assets and Configuration Items (CIs) (including those that support infrastructure) through the Contractor-provided Configuration Management Data Base (CMDB) at the hardware, software, and system levels, including reporting capability. The accuracy threshold for NGEN managed CIs and assets are 98%. The Contractor will measure performance via physical and logical audits of statistical significant sample sizes (greater than 15% annually – CDRL A043) of the CIs and assets that are active in the CMS and Asset Management System. The Government will also conduct spot check verification audits to confirm data in submitted reports. Periodicity of these checks will be based on results.

6.2 Transition Support

6.2.1 Final Transition Complete. The government will perform a subjective evaluation on the contractor's ability to accomplish and support the accomplishment of key activities that defined Final Transition Complete.

6.2.2 Government/HPES Operating Model Alignment. The NGEN Operating Model outlines the NGEN processes, services, roles, responsibilities and tactics by which the Government will execute oversight and control of the NGEN environment. The key elements covered by the NGEN operating model are the NGEN service and process model along with the governance model, performance management framework and functions like project and demand management. The contractor's performance assessment will be based on the conformance, implementation, automation, and maturation of the NGEN operating model. The Contractor's performance will be measured by its ability to demonstrate integration, maturity and improvement of the operating model into the NGEN environment via the award fee criteria are provided below.

Table 19. Criteria for Operating Model Alignment

Adjectival Rating	Performance Targets
Far Above Customer Expectations and Threshold Performance	This criteria is based upon the Contractor's demonstration of the automation, implementation, and maturation of the NGEN service and process model. The contractor shall integrate and automate the service and process model by configuring 100% of the applicable enterprise tooling environment to reflect the automation of the service model and its monitoring/management via the NGEN tools suite. The contractor shall also demonstrate the NGEN service and process model integration in 100% of the NGEN projects via defined touch points in all phases of the NGEN sustainment and new projects.
Significantly Above Customer Expectations and Threshold Performance	This criteria is based upon the Contractor's demonstration of the automation, implementation, and maturation of the NGEN service and process model. The contractor shall integrate and automate the service and process model by configuring 75% of the applicable enterprise tooling environment to reflect the automation of the service model and its monitoring/management via the NGEN tools suite. The contractor shall also demonstrate the NGEN service and process model integration in 75% of the NGEN projects via defined touch points in all phases of the NGEN sustainment and new projects.
Above Customer Expectations and Threshold Performance	This criteria is based upon the Contractor's demonstration of the automation, implementation, and maturation of the NGEN service and process model. The contractor shall integrate and automate the service and process model by configuring 50% of the applicable enterprise tooling environment to reflect the automation of the service model and its monitoring/management via the NGEN tools suite. The contractor shall also demonstrate the NGEN service and process model integration in 50% of the NGEN projects via defined touch points in all phases of the NGEN sustainment and new projects.
At Customer Expectations and Threshold Performance	This criteria is based upon the Contractor's demonstration of the automation, implementation, and maturation of the NGEN service and process model. The contractor shall integrate and automate the service and process model by configuring 25% of the applicable enterprise tooling environment to reflect the automation of the service model and its monitoring/management via the NGEN tools suite. The contractor shall also demonstrate the NGEN service and process model integration in 25% of the NGEN projects via defined touch points in all phases of the NGEN sustainment and new projects.

6.2.3 NGEN Tools Implementation. The goal for NGEN tools implementation is to pass data to the Navy and DOD Enterprise management organizations when required and designed to supply information for decisions related to command and control of the network. The Contractor's ability to complete ITSM tool implementation activities and deliver required Optimization Cycle Plan by DAC 400 and enhance the automation to gain efficiencies via the NGEN tooling environment and to support the knowledge capture to populate the NGEN Tool Registry. The award fee criteria are provided below.

Table 20. Criteria for NGEN Tools Implementation

Adjectival Rating	Performance Targets
Far Above Customer Expectations and Threshold Performance	The contractor shall demonstrate the ability to support government requests for stakeholder access to NGEN tools; for 100% population of the NGEN tools registry.
Significantly Above Customer Expectations and Threshold Performance	The contractor shall demonstrate the ability to support government requests for stakeholder access to NGEN tools; for 75% population of the NGEN tools registry.
Above Customer Expectations and Threshold Performance	The contractor shall demonstrate the ability to support government requests for stakeholder access to NGEN tools; for 50% population of the NGEN tools registry.
At Customer Expectations and Threshold Performance	The contractor shall demonstrate the ability to support government requests for stakeholder access to NGEN tools; for 25% population of the NGEN tools registry.

6.3 USN Management Performance

6.3.1 Project Management. The government will evaluate the Contractor's ability to manage and report on the overall health and status of the program as well as a project via project planning that includes a critical path for successfully completing a project. Project oversight shall be led by the Contractor's Project Manager who holds regular (weekly) meetings to review the status, milestones, risks and issues, and success criteria of the project with the Government. Program management will be evaluated subjectively relative to key personnel's ability to hold project managers accountable, deliver projects on schedule, utilization of sound judgment and risk management leadership, ability to assist the program proactively with emerging requirements discussions, and ensure engineering discipline is balanced with the need for speed of delivery across program/project tactical, operational, and strategic initiatives. The quality and scope of innovative ideas towards new and more efficient ways of doing business as well as leadership in maturation and efficiency of NGEN processes will also be considered.

6.3.1.2 Project Schedule. The government will evaluate the Contractor's ability to develop and adhere to a project schedule baseline that incorporates realistic timelines while seeking to accelerate solutions to when needed to meet the Government's requirements. The Contractor shall identify schedule risks included in the project plan. Critical milestones are planned as early as possible to provide for maximum program contingency time.

6.3.1.3 Workload Execution. The Government will evaluate the Contractor's ability and timeliness in responding to both sustainment project efforts and new project work. This includes quality and timeliness of the responses. This evaluation includes requests for proposal (RFP) responses to new projects entered into the RAPT Tool and Contractor plans for sustainment work. Unless otherwise explicitly stated by the Government, the Contractor shall never sacrifice the health of a sustainment project to complete new project efforts.

6.3.1.4 Risks and Issues. The Government shall evaluate the Contractor's ability to identify and track project risks and issues. This includes the Contractor's ability to develop mitigation strategies to overcome identified risks and manage known issues.

6.3.2 Management Responsiveness.

6.3.2.1 The Government will evaluate the Contractor's ability and timeliness in responding to contract requested changes and/or issue resolution.

Table 21. Criteria for Management Responsiveness

Adjectival Rating	Performance Targets
Far Above Customer Expectations and Threshold Performance	The contractor shall demonstrate timely and quality response within one (1) business day of notification
Significantly Above Customer Expectations and Threshold Performance	The contractor shall demonstrate timely and quality response within two (2) business days of notification
Above Customer Expectations and Threshold Performance	The contractor shall demonstrate timely and quality response within three (3) business days of notification
At Customer Expectations and Threshold Performance	The contractor shall demonstrate timely and quality response within five (5) business days of notification

6.3.2.2 Agility. The Government will evaluate the Contractor's agility in how they respond to Government requests for action as well as the processes they offer for delivering a solution. Agile processes focus on speed, smartness, and simplicity; they incorporate rapid iterative planning and development cycles and they rely on collaboration between the Contractor and the Government to identify the work that needs to be accomplished in a prioritized fashion.

6.3.3 Contract Data Requirements Lists (CDRLs).

The government will evaluate CDRLs prepared and delivered/published by the Contractor based on timeliness of submission, content, quality, and similar attributes for any resubmission of reworked CDRLs. CDRLs will be submitted in a timely fashion by the Contractor to the Government, with a CDRL data set that is accurate and complete, containing data values that are current at time of report generation date. Deliverables are to be submitted in a format that is complete, clear, concise, technically accurate, and easily understood. The Contractor shall incorporate CDRL corrections identified by the Government as a version update.

Table 22. Criteria for CDRLs

Adjectival Rating	Performance Targets	Metric (%)
Far Above Customer Expectations and Threshold Performance	Timeliness of CDRLs delivery	100%
	First time CDRL acceptance	100%
	Delivery completed in the required or acceptable format	100%
Significantly Above Customer Expectations and Threshold Performance	Timeliness of CDRLs delivery	≥90%
	First time CDRL acceptance	≥90%
	When required, second time CDRL submissions and subsequent acceptance	100%
Above Customer Expectations and Threshold Performance	Timeliness of CDRLs delivery	≥90%
	First time CDRL acceptance	≥90%
	When required, second time CDRL submissions and subsequent acceptance	≥90%
At Customer Expectations and Threshold Performance	Timeliness of CDRLs delivery	≥80%
	First time CDRL acceptance	≥80%
	When a second time CDRL submission is required, the percentage of immediate subsequent acceptance	≥80%

6.3.4 Governance Entities. The Government will evaluate the Contractor's ability to leverage governance entities (Program Management Review, Security/Technical Enterprise Action Group, Risk Management Board, Enterprise Configuration Control Board, Training Requirements Review Board, Service and Process Owners Council, Incident Management Working Group, and Problem Management Working Group) to identify, understand, clarify, communicate and resolve service management and delivery issues. Because the governance entities are designed to support the management and delivery of services, Contractor above threshold performance in this area will result in faster, more effective, and less costly removal of program challenges that are impediments to acceptable program schedule, quality and risk. The criteria for meeting overall schedule and technical performance requirements of the contract are as follows:

- The contractor shall have knowledgeable and actively participating representatives present at all scheduled governance entities; and
- The contractor participation shall provide value-added substance, problem resolution, insight, and knowledge to the subjects and issues discussed.

6.3.5 Security. The contract includes security requirements in the Performance Work Statement, Contract Clauses and in the DD Form 254 (Contract Security Classification Specification). This factor will be utilized to evaluate the Contractor's performance in areas identified below. The Contractor's performance in this factor will be evaluated based on its ability to demonstrate, via auditable records, compliance with the Contract's security requirements. Specifically, the Contractor's performance during each evaluation period will be judged in the following primary categories.

6.3.5.1: Common Access Card (CAC) Issuance, Tracking and Retrieval:

The Government will evaluate the Contractor's CAC procedures for Prime and Subcontractor employees on NGEN. Timeliness, accuracy of requests and record keeping will be reviewed to verify that the Contractor facilitates and tracks the return of the CAC to the government. Ensure personal data for all Prime and Subcontractor employees is accurately maintained from CAC issuance to return. Contractor will follow its own procedures as well as Government CAC requirements identified or referenced in the Contract.

6.3.5.2: Joint Personnel Adjudication System (JPAS) Records Review: The Government will evaluate the Prime Contractor's use of JPAS to update and maintain employee records as required to ensure continued eligibility and to document individual adverse information when required.

6.3.5.3: Issuance and tracking of DD Form 254s for all Tiers of Subcontractors: The Government will evaluate the Contractor's procedures and documentation to verify the FSO properly issues and tracks DD Form 254s for all subcontractors (all Tiers) and provides copies to the Government. The Contractor maintains records of all DD Form 254s issued under the Contract and documents corrective actions related to any DD Form 254 errors or non-compliance identified. The Contractor will seek the signature of the Government Security Representatives on Sub-DD Form 254s for all special security requirements.

6.3.5.4: Sensitive Position Eligibility: The Government will evaluate the Contractor's procedures and documentation to verify that the Contractor adheres to written procedures for security clearance eligibility and IT Level assignment. That all Prime and Subcontractor personnel assigned to information systems positions designated IT-I and IT-II and IT-III, have and maintain valid background investigation eligibility commensurate with the level of IT access required. Prime and Subcontractor personnel with cleared access requirements maintain proper clearance eligibility.

6.3.5.5: Contract Security Oversight and Incident Response: The Government will evaluate the Contractor's timely and accurate responses to Government requests for information related to contract security oversight. The Government will evaluate the Contractor's response to security incidents or security related issues discovered by the Contractor or the Government. The Contractor will be evaluated on its effectiveness in preventing and mitigating significant security incidents.

6.4 USMC Management Performance

6.4.1 Overall Program Management

6.4.1.1 The Government will evaluate the degree of Contractor management foresight into program planning, depth of analysis, accomplishment of tasks, advance identification of problems and problem resolution, integrating total program concept, and a comprehensive management approach.

6.4.1.2 The Government will evaluate how the Contractor responds to government comments and requests for action. This includes the quality and timeliness of the responses. This evaluation includes requests for proposals (RFP) responses to Project Support Task Orders (PSTOs).

6.4.1.3 The government will evaluate how the Contractor planned critical milestones as early as possible to provide for maximum program contingency time.

6.4.1.4 The Government will evaluate the Contractor's demonstrated ability to conserve Government resources, thus reducing Government participation in Contractor meetings, reducing the need for Government oversight, and eliminating the requirement for the Government to procure additional services.

6.4.1.5 The Government will evaluate the Contractor's ability to conduct Governance meetings, including the Program Management Review (PMR). This includes the scheduling agenda determination, meeting execution, and post-meeting activities.

6.4.2 Problem Identification and Incident Resolution.

6.4.2.1 The Government will evaluate Contractor communication and how the contractor facilitates rapid exchanges of information and resolves problems.

6.4.2.2 The Government will evaluate the Contractor's quality and timeliness of responses to high priority action items.

6.4.3 Asset Management.

6.4.3.1 The Government will evaluate the Contractor's implementation of the Enterprise Services and Transport Services staffing plan per the USMC QASP. This includes the Contractor's ability to adhere to an agreed upon staffing schedule. Once the initial staffing is completed, it includes the ability to maintain specific staffing goals per the QASP

6.4.3.2 The Government will evaluate the Contractor's ability to identify, track, and report on all NGEN assets, this includes the accuracy of reporting on staff hiring, firing, and resignations.

6.4.3.3 The Government will evaluate the Contractor's ability to meet or exceed the required staffing qualifications. This includes the required certifications and experience levels per the Attachment 8 Rate Card.

6.4.4 Contract Data Requirement Lists (CDRLs). The government will evaluate the Contractor's ability to submit the USMC CDRLs, including quality and timeliness. It includes the quality and timeliness of Contractor responses to the Government CDRL review comments and questions.

6.5 Small Business Participation.

The contract provides Small Business Participation requirements for the services that comprise the ES and TXS contract segments of the NGEN Program. The Contractor(s)' performance in this factor will be evaluated based on its achievement of the small business participation goals in assisting the Government with the planning, training, and executing services provided under the contract to Government personnel and Successor Contractor(s). Specifically, the Contractor(s)' performance during each evaluation period will be judged in the following primary category:

- **Small Business Subcontractor Management.** To encourage continued small and small disadvantage business participation at a level higher than the minimum NGEN Subcontracting Goals, as stated in the approved subcontracting plan and included as a material part of this contract, the extent to which the contractor has exceeded the subcontracting participation requirements will be assessed. Credit for subcontracting goals will include tier one, tier two, and tier three. See Table 21 for additional detail.

Table 23. Criteria for Small Business Utilization

Adjectival Rating	Definition	Justification
Far Above Customer Expectations and Threshold Performance	Exceeds all six goals and met all of the other negotiated subcontracting goals for the current period. Had exceptional success with initiatives to assist, promote, and utilize small business (SB), small disadvantaged business (SDB), women-owned small business (WOSB), HUBZone small business, veteran-owned small business (VOSB) and service disabled veteran owned small business (SDVOSB). Complied with FAR 52.219-8, Utilization of Small Business Concerns. Exceeded any other small business participation requirements incorporated in the contract, including the use of small businesses in mission critical aspects of the program. Went above and beyond the required elements of the subcontracting plan and other small business requirements of the contract. Completed and submitted Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate and timely manner.	There should have been no problems. The contractor shall identify multiple significant events and state how they were a benefit to small business utilization. A singular benefit, however, could be of such magnitude that it constitutes an Excellent rating. Ensure that small businesses are given meaningful, innovative work directly related to the project, rather than peripheral work, such as cleaning offices, supplies, landscaping, etc. There should be no significant weaknesses identified.
Significantly Above Customer Expectations and Threshold Performance	Exceeded at least four goals and met all of the negotiated subcontracting goals for the current period. Had significant success with initiatives to assist, promote and utilize SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB. Complied with FAR 52.219-8, Utilization of Small Business Concerns. Met or exceeded any other small business participation requirements incorporated in the contract, including the use of small businesses in mission critical aspects of the program. Went above and beyond the required elements of the subcontracting plan. Completed and submitted Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate and timely manner.	There should have been no problems. The contractor shall identify a significant event and state how they were a benefit to small business utilization. Ensure that small businesses are given meaningful, innovative work directly related to the project, rather than peripheral work, such as cleaning offices, supplies, landscaping, etc. There should be no significant weaknesses identified.
Above Customer Expectations and Threshold Performance	Exceeded at least two goals and met all of the negotiated subcontracting goals and demonstrated a good faith effort to exceed goals for the current period. Complied with FAR 52.219-8, Utilization of Small Business Concerns. Met any other small business participation requirements included in the contract. Fulfilled the requirements of the subcontracting plan included in the contract. Completed and submitted Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate and timely manner.	There should have been only minor problems the contractor addressed or took corrective action to resolve. Ensure that small businesses are given meaningful, innovative work directly related to the project, rather than peripheral work, such as cleaning offices, supplies, landscaping, etc. There should be no significant weaknesses identified.
At Customer Expectations and Threshold Performance	Met most of the negotiated subcontracting goals. Demonstrated a good faith effort to meet or exceed goals for the current period. Complied with FAR 52.219-8, Utilization of Small Business Concerns. Met any other small business participation requirements included in the contract. Fulfilled the requirements of the subcontracting plan included in the contract. Completed and submitted Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate and timely manner.	There should have been only minor problems, or major problems the contractor has addressed or taken corrective action. There should have been no significant weaknesses identified. A contractor will not be assessed a rating of lower than Satisfactory solely for not performing beyond the requirements of the contract.

End of Document

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

J

PAGE OF PAGES

1 OF 10

2. AMENDMENT/MODIFICATION NO. P00057	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	N00039	7. ADMINISTERED BY (If other than Item 6)	CODE
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		Add/Update Section B/C SLINs under CLINs x007, x008, x010, x011, x015 (Option Year 2 only) – Navy Working Capital Fund Fair-Share Amounts	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171			9B. DATED (SEE ITEM 11)
CODE		FACILITY CODE IU305	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013
		X	10B. DATED (SEE ITEM 11) 27 June 2013

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6) Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer		
15B. CONTRACTOR OFFER NO. (b)(6)	15C. DATE SIGNED 7-27-15	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 7/27/2015
BY (Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

The purpose of this modification is to modify Sections B to add SLINs under CLINs x007, x008, x010, x011, x015 (Option Year 2 only – subject to the Government exercising this option year) to allow Navy Working Capital Fund (MWCF) activities to receive/pay for these services. With the exception of NFESC SLINs, the corresponding Section C item description language was established under P00017 and shall apply to the new Option Year 2 Section B SLINs established herein; the NFESC Section C SLIN name has been updated to EXWC for Option Year 2.

1. In Section B, revise the following SLIN values:

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2007AA	TXS	USN - Transport Operational and Sustainment Services - Unclassified	-	Monthly	(b)(4)	-
2007AB	TXS	USN - Transport Operational and Sustainment Services - Classified	-	Monthly	(b)(4)	-
2008AA	ES	Enterprise Operational and Sustainment Services - Unclassified	-	Monthly	(b)(4)	-
2008AB	ES	Enterprise Operational and Sustainment Services - Classified	-	Monthly	(b)(4)	-
2010AA	TXS	Security Management (TXS) - Unclassified	-	Monthly	(b)(4)	-
2010AB	TXS	Security Management (TXS) - Classified	-	Monthly	(b)(4)	-
2011AA	ES	Security Management (ES) - Unclassified	-	Monthly	(b)(4)	-
2011AB	ES	Security Management (ES) - Classified	-	Monthly	(b)(4)	-
2015AA	ES	Enterprise Messaging Services - Unclassified	-	Monthly	(b)(4)	-
2015AB	ES	Enterprise Messaging Services - Classified	-	Monthly	(b)(4)	-

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2007AA	TXS	USN - Transport Operational and Sustainment Services – Unclassified (PMW205)	-	Monthly	(b)(4)	-
2007AC	TXS	USN - Transport Operational and Sustainment Services - Unclassified (NRL)	-	Monthly	(b)(4)	-
2007AD	TXS	USN - Transport Operational and Sustainment Services - Unclassified (NAWC)	-	Monthly	(b)(4)	-
2007AE	TXS	USN - Transport Operational and Sustainment Services - Unclassified (FRC)	-	Monthly	(b)(4)	-
2007AF	TXS	USN - Transport Operational and Sustainment Services - Unclassified (NSWC)	-	Monthly	(b)(4)	-
2007AG	TXS	USN - Transport Operational and Sustainment Services - Unclassified (NUWC)	-	Monthly	(b)(4)	-
2007AH	TXS	USN - Transport Operational and Sustainment Services - Unclassified (EXWC)	-	Monthly	(b)(4)	-
2007AJ	TXS	USN - Transport Operational and Sustainment Services - Unclassified (FAC)	-	Monthly	(b)(4)	-
2007AK	TXS	USN - Transport Operational and Sustainment Services - Unclassified (SSC)	-	Monthly	(b)(4)	-
2007AL	TXS	USN - Transport Operational and Sustainment Services - Unclassified (SUP)	-	Monthly	(b)(4)	-
2007AM	TXS	USN - Transport Operational and Sustainment Services - Unclassified (MSC)	-	Monthly	(b)(4)	-
2007AB	TXS	USN - Transport Operational and Sustainment Services – Classified (PMW205)	-	Monthly	(b)(4)	-
2007AN	TXS	USN - Transport Operational and Sustainment Services - Classified (NRL)	-	Monthly	(b)(4)	-
2007AP	TXS	USN - Transport Operational and Sustainment Services - Classified (NAWC)	-	Monthly	(b)(4)	-
2007AQ	TXS	USN - Transport Operational and Sustainment Services - Classified (FRC)	-	Monthly	(b)(4)	-

2007AR	TXS	USN - Transport Operational and Sustainment Services - Classified (NSWC)	-	Monthly	(b)(4)	-
2007AS	TXS	USN - Transport Operational and Sustainment Services - Classified (NUWC)	-	Monthly	(b)(4)	-
2007AT	TXS	USN - Transport Operational and Sustainment Services - Classified (EXWC)	-	Monthly	(b)(4)	-
2007AU	TXS	USN - Transport Operational and Sustainment Services - Classified (FAC)	-	Monthly	(b)(4)	-
2007AV	TXS	USN - Transport Operational and Sustainment Services - Classified (SSC)	-	Monthly	(b)(4)	-
2007AW	TXS	USN - Transport Operational and Sustainment Services - Classified (SUP)	-	Monthly	\$	-
2007AX	TXS	USN - Transport Operational and Sustainment Services - Classified (MSC)	-	Monthly	(b)(4)	-

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2008AA	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (PMW205)	-	Monthly	(b)(4)	-
2008AC	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (NRL)	-	Monthly	(b)(4)	-
2008AD	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (NAWC)	-	Monthly	(b)(4)	-
2008AE	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (FRC)	-	Monthly	(b)(4)	-
2008AF	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (NSWC)	-	Monthly	(b)(4)	-
2008AG	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (NUWC)	-	Monthly	(b)(4)	-
2008AH	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (EXWC)	-	Monthly	(b)(4)	-
2008AJ	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (FAC)	-	Monthly	(b)(4)	-
2008AK	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (SSC)	-	Monthly	(b)(4)	-

2008AL	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (SUP)	-	Monthly	(b)(4) [REDACTED]	-
2008AM	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (MSC)	-	Monthly	(b)(4) [REDACTED]	-
2008AB	ES	Enterprise Operational and Sustainment Services (ES) - Classified (PMW205)	-	Monthly	(b)(4) [REDACTED]	-
2008AN	ES	Enterprise Operational and Sustainment Services (ES) - Classified (NRL)	-	Monthly	(b)(4) [REDACTED]	-
2008AP	ES	Enterprise Operational and Sustainment Services (ES) - Classified (NAWC)	-	Monthly	(b)(4) [REDACTED]	-
2008AQ	ES	Enterprise Operational and Sustainment Services (ES) - Classified (FRC)	-	Monthly	(b)(4) [REDACTED]	-
2008AR	ES	Enterprise Operational and Sustainment Services (ES) - Classified (NSWC)	-	Monthly	(b)(4) [REDACTED]	-
2008AS	ES	Enterprise Operational and Sustainment Services (ES) - Classified (NUWC)	-	Monthly	(b)(4) [REDACTED]	-
2008AT	ES	Enterprise Operational and Sustainment Services (ES) - Classified (EXWC)	-	Monthly	(b)(4) [REDACTED]	-
2008AU	ES	Enterprise Operational and Sustainment Services (ES) - Classified (FAC)	-	Monthly	(b)(4) [REDACTED]	-
2008AV	ES	Enterprise Operational and Sustainment Services (ES) - Classified (SSC)	-	Monthly	(b)(4) [REDACTED]	-
2008AW	ES	Enterprise Operational and Sustainment Services (ES) - Classified (SUP)	-	Monthly	(b)(4) [REDACTED]	-
2008AX	ES	Enterprise Operational and Sustainment Services (ES) - Classified (MSC)	-	Monthly	(b)(4) [REDACTED]	-

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2010AA	TXS	Security Management (TXS) - Unclassified (PMW205)	-	Monthly	(b)(4)	-
2010AC	TXS	Security Management (TXS) - Unclassified (NRL)	-	Monthly	(b)(4)	-
2010AD	TXS	Security Management (TXS) - Unclassified (NAWC)	-	Monthly	(b)(4)	-
2010AE	TXS	Security Management (TXS) - Unclassified (FRC)	-	Monthly	(b)(4)	-
2010AF	TXS	Security Management (TXS) - Unclassified (NSWC)	-	Monthly	(b)(4)	-
2010AG	TXS	Security Management (TXS) - Unclassified (NUWC)	-	Monthly	(b)(4)	-
2010AH	TXS	Security Management (TXS) - Unclassified (EXWC)	-	Monthly	(b)(4)	-
2010AJ	TXS	Security Management (TXS) - Unclassified (FAC)	-	Monthly	(b)(4)	-
2010AK	TXS	Security Management (TXS) - Unclassified (SSC)	-	Monthly	(b)(4)	-
2010AL	TXS	Security Management (TXS) - Unclassified (SUP)	-	Monthly	(b)(4)	-
2010AM	TXS	Security Management (TXS) - Unclassified (MSC)	-	Monthly	(b)(4)	-
2010AB	TXS	Security Management (TXS) - Classified (PMW205)	-	Monthly	(b)(4)	-
2010AN	TXS	Security Management (TXS) - Classified (NRL)	-	Monthly	(b)(4)	-
2010AP	TXS	Security Management (TXS) - Classified (NAWC)	-	Monthly	(b)(4)	-
2010AQ	TXS	Security Management (TXS) - Classified (FRC)	-	Monthly	(b)(4)	-
2010AR	TXS	Security Management (TXS) - Classified (NSWC)	-	Monthly	(b)(4)	-
2010AS	TXS	Security Management (TXS) - Classified (NUWC)	-	Monthly	(b)(4)	-
2010AT	TXS	Security Management (TXS) - Classified (EXWC)	-	Monthly	(b)(4)	-
2010AU	TXS	Security Management (TXS) - Classified (FAC)	-	Monthly	(b)(4)	-
2010AV	TXS	Security Management (TXS) - Classified (SSC)	-	Monthly	\$	-
2010AW	TXS	Security Management (TXS) - Classified (SUP)	-	Monthly	(b)(4)	-
2010AX	TXS	Security Management (TXS) - Classified (MSC)	-	Monthly	(b)(4)	-

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2011AA	ES	Security Management (ES) - Unclassified (PMW205)	-	Monthly	(b)(4)	-
2011AC	ES	Security Management (ES) - Unclassified (NRL)	-	Monthly	(b)(4)	-
2011AD	ES	Security Management (ES) - Unclassified (NAWC)	-	Monthly	(b)(4)	-
2011AE	ES	Security Management (ES) - Unclassified (FRC)	-	Monthly	(b)(4)	-
2011AF	ES	Security Management (ES) - Unclassified (NSWC)	-	Monthly	(b)(4)	-
2011AG	ES	Security Management (ES) - Unclassified (NUWC)	-	Monthly	(b)(4)	-
2011AH	ES	Security Management (ES) - Unclassified (EXWC)	-	Monthly	(b)(4)	-
2011AJ	ES	Security Management (ES) - Unclassified (FAC)	-	Monthly	(b)(4)	-
2011AK	ES	Security Management (ES) - Unclassified (SSC)	-	Monthly	(b)(4)	-
2011AL	ES	Security Management (ES) - Unclassified (SUP)	-	Monthly	(b)(4)	-
2011AM	ES	Security Management (ES) - Unclassified (MSC)	-	Monthly	(b)(4)	-
2011AB	ES	Security Management (ES) - Classified (PMW205)	-	Monthly	(b)(4)	-
2011AN	ES	Security Management (ES) - Classified (NRL)	-	Monthly	(b)(4)	-
2011AP	ES	Security Management (ES) - Classified (NAWC)	-	Monthly	(b)(4)	-
2011AQ	ES	Security Management (ES) - Classified (FRC)	-	Monthly	(b)(4)	-
2011AR	ES	Security Management (ES) - Classified (NSWC)	-	Monthly	(b)(4)	-
2011AS	ES	Security Management (ES) - Classified (NUWC)	-	Monthly	(b)(4)	-
2011AT	ES	Security Management (ES) - Classified (EXWC)	-	Monthly	(b)(4)	-
2011AU	ES	Security Management (ES) - Classified (FAC)	-	Monthly	(b)(4)	-
2011AV	ES	Security Management (ES) - Classified (SSC)	-	Monthly	(b)(4) 4.70	-
2011AW	ES	Security Management (ES) - Classified (SUP)	-	Monthly	(b)(4)	-
2011AX	ES	Security Management (ES) - Classified (MSC)	-	Monthly	(b)(4)	-

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2015AA	ES	Enterprise Messaging	-	Monthly	(b)(4)	-

		Services - Unclassified (PMW205)				
2015AC	ES	Enterprise Messaging Services - Unclassified (NRL)	-	Monthly	(b)(4)	-
2015AD	ES	Enterprise Messaging Services - Unclassified (NAWC)	-	Monthly	(b)(4)	-
2015AE	ES	Enterprise Messaging Services - Unclassified (FRC)	-	Monthly	(b)(4)	-
2015AF	ES	Enterprise Messaging Services - Unclassified (NSWC)	-	Monthly	(b)(4)	-
2015AG	ES	Enterprise Messaging Services - Unclassified (NUWC)	-	Monthly	(b)(4)	-
2015AH	ES	Enterprise Messaging Services - Unclassified (EXWC)	-	Monthly	(b)(4)	-
2015AJ	ES	Enterprise Messaging Services - Unclassified (FAC)	-	Monthly	(b)(4)	-
2015AK	ES	Enterprise Messaging Services - Unclassified (SSC)	-	Monthly	(b)(4)	-
2015AL	ES	Enterprise Messaging Services - Unclassified (SUP)	-	Monthly	(b)(4)	-
2015AM	ES	Enterprise Messaging Services - Unclassified (MSC)	-	Monthly	(b)(4)	-
2015AB	ES	Enterprise Messaging Services - Classified (PMW205)	-	Monthly	(b)(4)	-
2015AN	ES	Enterprise Messaging Services - Classified (NRL)	-	Monthly	(b)(4)	-
2015AP	ES	Enterprise Messaging Services - Classified (NAWC)	-	Monthly	(b)(4)	-
2015AQ	ES	Enterprise Messaging Services - Classified (FRC)	-	Monthly	(b)(4)	-
2015AR	ES	Enterprise Messaging Services - Classified (NSWC)	-	Monthly	(b)(4)	-
2015AS	ES	Enterprise Messaging Services - Classified (NUWC)	-	Monthly	(b)(4)	-
2015AT	ES	Enterprise Messaging Services - Classified (EXWC)	-	Monthly	(b)(4)	-
2015AU	ES	Enterprise Messaging Services - Classified (FAC)	-	Monthly	(b)(4)	-
2015AV	ES	Enterprise Messaging Services - Classified (SSC)	-	Monthly	(b)(4)	6
2015AW	ES	Enterprise Messaging Services - Classified (SUP)	-	Monthly	(b)(4)	-
2015AX	ES	Enterprise Messaging Services - Classified (MSC)	-	Monthly	(b)(4)	-

2. In Section C, update the following SLINs as follows:

From:

CLIN	ES/TXS	Supplies/Services	Description
0007AH	TXS	USN - Transport Operational and Sustainment Services - Unclassified (NFESC)	Same as SLIN 0007AA
0007AT	TXS	USN - Transport Operational and Sustainment Services - Classified (NFESC)	Same as SLIN 0007AB
0008AH	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (NFESC)	Same as SLIN 0008AA
0008AT	ES	Enterprise Operational and Sustainment Services (ES) - Classified (NFESC)	Same as SLIN 0008AB
0010AH	TXS	Security Management (TXS) - Unclassified (NFESC)	Same as SLIN 0010AA
0010AT	TXS	Security Management (TXS) - Classified (NFESC)	Same as SLIN 0010AB
0011AH	ES	Security Management (ES) - Unclassified (NFESC)	Same as SLIN 0011AA
0011AT	ES	Security Management (ES) - Classified (NFESC)	Same as SLIN 0011AB
0015AH	ES	Enterprise Messaging Services - Unclassified (NFESC)	Same as SLIN 0015AA
0015AT	ES	Enterprise Messaging Services - Classified (NFESC)	Same as SLIN 0015AB

To:

CLIN	ES/TXS	Supplies/Services	Description
0007AH	TXS	USN - Transport Operational and Sustainment Services - Unclassified (NFESC or EXWC)	Same as SLIN 0007AA
0007AT	TXS	USN - Transport Operational and Sustainment Services - Classified (NFESC or EXWC)	Same as SLIN 0007AB
0008AH	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (NFESC or EXWC)	Same as SLIN 0008AA
0008AT	ES	Enterprise Operational and Sustainment Services (ES) - Classified (NFESC or EXWC)	Same as SLIN 0008AB
0010AH	TXS	Security Management (TXS) - Unclassified (NFESC or EXWC)	Same as SLIN 0010AA
0010AT	TXS	Security Management (TXS) - Classified (NFESC or EXWC)	Same as SLIN 0010AB
0011AH	ES	Security Management (ES) - Unclassified (NFESC or EXWC)	Same as SLIN 0011AA
0011AT	ES	Security Management (ES) - Classified (NFESC or EXWC)	Same as SLIN 0011AB
0015AH	ES	Enterprise Messaging Services - Unclassified (NFESC or EXWC)	Same as SLIN 0015AA
0015AT	ES	Enterprise Messaging Services - Classified (NFESC or EXWC)	Same as SLIN 0015AB

All other terms and conditions of contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 OF 6
2. AMENDMENT/MODIFICATION NO. P00058	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil	CODE N00039	7. ADMINISTERED BY (If other than Item 6) CODE		
		Add Color Multi-Functional Device (MFDs) services (CLIN x013BG through x013BN)		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013	
			10B. DATED (SEE ITEM 11) 27 June 2013	
CODE	FACILITY CODE IU305			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Walt Leavy, Legal/Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Dave Murree, Contracting Officer	
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 7/27/15	16B. UNITED STATES OF AMERICA (b)(6)	16C. DATE SIGNED 7/28/2015
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

The purpose of this modification is to add CLIN 0013 (Color Multi-Functional Device (MFDs)) services to sections B and C (Option Year 1 through Option Year 4):

1. In Section B, add CLINs as follows:

1013BG	Tier 1 Color MFD – Low	ES	Monthly	(b)(4)	-
2013BG	Tier 1 Color MFD – Low	ES	Monthly	(b)(4)	-
3013BG	Tier 1 Color MFD – Low	ES	Monthly	(b)(4)	-
4013BG	Tier 1 Color MFD – Low	ES	Monthly	(b)(4)	-

1013BH	Tier 1 Color MFD – Med	ES	Monthly	(b)(4)	-
2013BH	Tier 1 Color MFD – Med	ES	Monthly	(b)(4)	-
3013BH	Tier 1 Color MFD – Med	ES	Monthly	(b)(4)	-
4013BH	Tier 1 Color MFD – Med	ES	Monthly	(b)(4)	-

1013BJ	Tier 1 Color MFD – Hi	ES	Monthly	(b)(4)	-
2013BJ	Tier 1 Color MFD – Hi	ES	Monthly	(b)(4)	-
3013BJ	Tier 1 Color MFD – Hi	ES	Monthly	(b)(4)	-
4013BJ	Tier 1 Color MFD – Hi	ES	Monthly	(b)(4)	-

1013BK	Tier 2 Color MFD – Low	ES	Monthly	(b)(4)	-
2013BK	Tier 2 Color MFD – Low	ES	Monthly	(b)(4)	-
3013BK	Tier 2 Color MFD – Low	ES	Monthly	(b)(4)	-
4013BK	Tier 2 Color MFD – Low	ES	Monthly	(b)(4)	-

1013BL	Tier 2 Color MFD – Med	ES	Monthly	(b)(4)	-
2013BL	Tier 2 Color MFD – Med	ES	Monthly	(b)(4)	-
3013BL	Tier 2 Color MFD – Med	ES	Monthly	(b)(4)	-
4013BL	Tier 2 Color MFD – Med	ES	Monthly	(b)(4)	-

1013BM	Tier Color 2 MFD – Hi	ES	Monthly	(b)(4)	-
2013BM	Tier Color 2 MFD – Hi	ES	Monthly	(b)(4)	-
3013BM	Tier Color 2 MFD – Hi	ES	Monthly	(b)(4)	-
4013BM	Tier Color 2 MFD – Hi	ES	Monthly	(b)(4)	-

1013BN	Tier 1 and Tier 2 Color MFD One Time Shipping	ES	One-Time	(b)(4)	-
2013BN	Tier 1 and Tier 2 Color MFD One Time Shipping	ES	One-Time	(b)(4)	-
3013BN	Tier 1 and Tier 2 Color MFD One Time Shipping	ES	One-Time	(b)(4)	-

4013BN	Tier 1 and Tier 2 Color MFD One Time Shipping	ES	One-Time	(b)(4)	-
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2. In Section C, within CLIN 0013 (Color Multi-Functional Device (MFDs)), add the CLIN descriptions as follows (Option Year 1 through Option Year 4):

0013BG	ES	Tier 1 Color MFD – Low	<p>The Contractor shall provide color printers and the service supporting a monthly average up to 10k pages per month. Must meet the current state of the shelf. The Contractor shall provide Services to include the operation, maintenance, warranty and break/fix, OEM Consumables (excludes paper) and technology refresh labor and hardware (HW) including disposal, and software (SW)/drivers required to provide Printer Service in accordance with Section 3.3.31 in the PWS.</p> <p>The Printer Site/ Command Survey must be ordered prior to ordering of this service.</p> <p>Uplift CLIN 0013BN must be added to initial orders of this service for delivery of assets.</p>
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0013BH	ES	Tier 1 Color MFD – Med	<p>The Contractor shall provide color printers and the service supporting a monthly average between 10k-40k pages per month. Must meet the current state of the shelf. The Contractor shall provide Services to include the operation, maintenance, warranty and break/fix, OEM Consumables (excludes paper) and technology refresh labor and hardware (HW) including disposal, and software (SW)/drivers required to provide Printer Service in accordance with Section 3.3.31 in the PWS.</p> <p>The Printer Site/ Command Survey must be ordered prior to ordering of this service.</p> <p>Uplift CLIN 0013BN must be added to initial orders of this service for delivery of assets.</p>
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0013BJ	ES	Tier 1 Color MFD – Hi	<p>The Contractor shall provide color printers and the service supporting a monthly average above 40k pages per month. Must meet the current state of the shelf. The Contractor shall provide Services to include the operation, maintenance, warranty and break/fix, OEM Consumables (excludes paper) and technology refresh labor and hardware (HW) including disposal, and software (SW)/drivers required to provide Printer Service in accordance with Section 3.3.31 in the PWS.</p> <p>The Printer Site/ Command Survey must be ordered prior to ordering of this service. Uplift CLIN 0013BN must be added to initial orders of this service for delivery of assets.</p>
0013BK	ES	Tier 2 Color MFD – Low	<p>The Contractor shall provide color printers and the service supporting a monthly average up to 10K pages per month. Must meet the current state of the shelf. The Contractor shall provide Services to include the operation, maintenance, warranty and break/fix, (excludes paper & OEM Consumables) and technology refresh labor and hardware (HW) including disposal, and software (SW)/drivers required to provide Printer Service in accordance with Section 3.3.31 in the PWS. The Printer Site/Command Survey is “optional” prior to ordering of this service. If the Printer Site/Command Survey is not ordered, then Attachment 13, SLR 500.4 (Network Printers), does not apply to this service. If the Printer Site/Command Survey is ordered, then Attachment 13, SLR 500.4 (Network Printers), does apply to this service.</p> <p>Uplift CLIN 0013BN must be added to initial orders of this service for delivery of assets.</p>

0013BL	ES	Tier 2 Color MFD – Med	<p>The Contractor shall provide color printers and the service supporting a monthly average range of 10K-40K pages per month. Must meet the current state of the shelf. The Contractor shall provide Services to include the operation, maintenance, warranty and break/fix, (excludes paper & OEM Consumables) and technology refresh labor and hardware (HW) including disposal, and software (SW)/drivers required to provide Printer Service in accordance with Section 3.3.31 in the PWS. The Printer Site/ Command Survey is “optional” prior to ordering of this service. If the Printer Site/Command Survey is not ordered, then Attachment 13, SLR 500.4 (Network Printers), does not apply to this service. If the Printer Site/Command Survey is ordered, then Attachment 13, SLR 500.4 (Network Printers), does apply to this service.</p> <p>Uplift CLIN 0013BN must be added to initial orders of this service for delivery of assets.</p>
0013BM	ES	Tier Color 2 MFD – Hi	<p>The Contractor shall provide color printers and the service supporting a monthly average greater than 40K pages per month. Must meet the current state of the shelf. The Contractor shall provide Services to include the operation, maintenance, warranty and break/fix, (excludes paper & OEM Consumables) and technology refresh labor and hardware (HW) including disposal, and software (SW)/drivers required to provide Printer Service in accordance with Section 3.3.31 in the PWS. The Printer Site/ Command Survey is “optional” prior to ordering of this service. If the Printer Site/Command Survey is not ordered, then Attachment 13, SLR 500.4 (Network Printers), does not apply to this service. If the Printer Site/Command Survey is ordered, then Attachment 13, SLR 500.4 (Network Printers), does apply to this service.</p> <p>Uplift CLIN 0013BN must be added to initial orders of this service for delivery of assets.</p>

0013BN	ES	Tier 1 and Tier 2 Color MFD One Time Shipping	This is a required one-time uplift CLIN to be added to initial orders of CLINs 0013BG, 0013BH, 0013BJ, 0013BK, 0013BL, and 0013BM. The Contractor shall provide shipping on the aforementioned Color MFDs upon order of this CLIN.
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Except as provided herein, all other terms and conditions of contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

J

PAGE OF PAGES

1 OF 3

2. AMENDMENT/MODIFICATION NO. P00059		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		N00039		7. ADMINISTERED BY (If other than Item 6)		CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil				Update CLINS X032BF, X032BG, X032BH, X032UB in CLIN 32's Section B for Option Years 2, 3 and 4			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				(X)			
				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013			
				10B. DATED (SEE ITEM 11) 27 June 2013			
CODE		FACILITY CODE IU305					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on Each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided Each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Glen D. Shuart, Legal/Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer,	
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 7/28/2015	16B. UNITED STATES OF AMERICA (b)(6)	16C. DATE SIGNED 7/29/2015
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

The purpose of this modification is to update and add CLIN 32's, to Sections B (Option Years 2, 3 and 4).

1. Delete the following from Section B for Option Years 2, 3 and 4

TXS Section B - Option Year Two					
CLIN	Supplies/ Services	Qty	Unit	Unit Price	Amount
2032BF	One-Time COI ACL Update	As Ordered	Each	Priced via Rate Card	-
2032BG	One-Time COI Firewall Update	As Ordered	Each	Priced via Rate Card	-
2032BH	One-Time GTSE Update	As Ordered	Each	Priced via Rate Card	-
2032UB	Optional BCR Complexity (b)(4) protocols) Uplift - Implementation	As Ordered		Card	-

TXS Section B - Option Year Three					
CLIN	Supplies/ Services	Qty	Unit	Unit Price	Amount
3032BF	One-Time COI ACL Update	As Ordered	Each	Priced via Rate Card	-
3032BG	One-Time COI Firewall Update	As Ordered	Each	Priced via Rate Card	-
3032BH	One-Time GTSE Update	As Ordered	Each	Priced via Rate Card	-
3032UB	Optional BCR Complexity (b)(4) Uplift - Implementation	As Ordered		Card	-

TXS Section B - Option Year Four					
CLIN	Supplies/ Services	Qty	Unit	Unit Price	Amount
4032BF	One-Time COI ACL Update	As Ordered	Each	Priced via Rate Card	-
4032BG	One-Time COI Firewall Update	As Ordered	Each	Priced via Rate Card	-
4032BH	One-Time GTSE Update	As Ordered	Each	Priced via Rate Card	-
4032UB	Optional BCR Complexity (b)(4) Uplift - Implementation	As Ordered		Card	-

2. Add the following to Section B for Option Years 2, 3 and 4

TXS Section B - Option Year Two					
CLIN	Supplies/ Services	Qty	Unit	Unit Price	Amount
2032BF	One-Time COI ACL Update	As Ordered	Each	(b)(4)	
2032BG	One-Time COI Firewall Update	As Ordered	Each	(b)(4)	
2032BH	One-Time GTSE Update	As Ordered	Each	(b)(4)	
2032UB	Optional BCR Complexity (b)(4) protocols) Uplift - Implementation	As Ordered		(b)(4)	

TXS Section B - Option Year Three					
CLIN	Supplies/ Services	Qty	Unit	Unit Price	Amount
3032BF	One-Time COI ACL Update	As Ordered	Each	(b)(4)	
3032BG	One-Time COI Firewall Update	As Ordered	Each	(b)(4)	
3032BH	One-Time GTSE Update	As Ordered	Each	(b)(4)	4
3032UB	Optional BCR Complexity (b)(4) Implementation	As Ordered			

TXS Section B - Option Year Four					
CLIN	Supplies/ Services	Qty	Unit	Unit Price	Amount
4032BF	One-Time COI ACL Update	As Ordered	Each	(b)(4)	
4032BG	One-Time COI Firewall Update	As Ordered	Each	(b)(4)	
4032BH	One-Time GTSE Update	As Ordered	Each	(b)(4)	
4032UB	Optional BCR Complexity (b)(4) Implementation	As Ordered		(b)(4)	

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

J

PAGE OF PAGES

1 OF 2

2. AMENDMENT/MODIFICATION NO.
P000603. EFFECTIVE DATE
SEE BLOCK 16C.

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

N00039

7. ADMINISTERED BY (If other than Item 6)

CODE

SPACE AND NAVAL WARFARE SYSTEMS COMMAND
CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5
1325 10th Street SE, BLDG 196, Suite 301
Washington Navy Yard
Washington, DC 20374
PHONE: 202-433-7199
kim.reavis@navy.mil

Incorporate Changes to USMC CLINs
0003AF and 0004AF (Option Year 1 only).

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)

HP Enterprise Services, LLC
13600 EDS DRIVE
HERNDON, VA 20171

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
N00039-13-D-0013

10B. DATED (SEE ITEM 11)

27 June 2013

CODE

FACILITY CODE IU305

X

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
FAR CLAUSE 52.212-4 (CHANGES)

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Jonathan Dantzler, Contracts Manager

15B. CONTRACTOR/OFFEROR

(b)(6)

15C. DATE SIGNED

8-20-15

(Signature of person authorized to sign)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Kim L. Reavis, Contracting Officer

16B. UNITED STATES OF AMERICA

REAVIS.KIMBERLY.L.

16C. DATE SIGNED

BY

(b)(6)

(Signature of Contracting Officer)

NSN 7540-01-152-9976
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)
FAR (48 CFR) 53.243

The purpose of this modification is to make the following changes:

1. Update the number of FTES listed in the MITSC East region under SLINs 1003AF and 1004AF.
2. Under Contract section B-Supplies or Services and Prices/Costs the following CLINs are revised:
 - a. CLIN 1003AF unit price is hereby increase from (b)(4)
 - b. CLIN 1004AF unit price is hereby increase from (b)(4)

The total value of this contract has increased by (b)(4)

3. The Following Attachments have been updated to incorporate the revised FTE amount and Option year one (1) pricing.
 - a. Attch 19A USMC TXS CLIN Definitions N00039-13-D-0013
 - b. Attch 20A USMC ES CLIN Definitions N00039-13-D-0013

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J		PAGE OF PAGES 1 OF 2		
2. AMENDMENT/MODIFICATION NO. P00061		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		CODE N00039		7. ADMINISTERED BY (If other than Item 6)		CODE	
Exercise Option Year 2 in accordance with I20 52.217-9 and Modify Attachment 05 Wage Determination in accordance with H-8 5252.222-9600				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013	
						10B. DATED (SEE ITEM 11)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)							
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171							
CODE		FACILITY CODE IU305					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.212-4 (c) Changes.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.217-9 Option to Extend the Term of the Contract (Mar 2000)
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return (See Note below) copies to the issuing office.	

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly Reavis	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

The purpose of this modification is to make the following changes to the NGEN Contract N00039-13-D-0013:

1. Exercise Option Year 2 (FY16) for the Period of Performance 01 Oct 2015 through 30 Sep 2016 in accordance with Clause I-20 52.217-9 Option to Extend the Term of the Contract (MAR 2000), subject to the availability of funds.
2. Modify Attachment 05 Wage Determination in accordance with Clause H-8 5252.222-9600 Wage Determination Applicable, Service Contract Act (JUL 1989).

All other terms and conditions of contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J		PAGE OF PAGES 1 OF 3		
2. AMENDMENT/MODIFICATION NO. P00062		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		N00039		7. ADMINISTERED BY (If other than Item 6)		CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil				Decrease the CLIN Price for CLIN 1090AN (TRP2_0013A); and Definitize a Portion of the CLIN 0090 (Tech Refresh Material Pricing (Option Year1)): TRP2_0013B and TRP2_0013C			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				(X)		9A. AMENDMENT OF SOLICITATION NO.	
				X		9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013 10B. DATED (SEE ITEM 11) 27 June 2013	
CODE		FACILITY CODE IU305					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

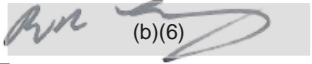
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Walter R. Leavy, Legal/Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/OFFEROR BY  (b)(6) (Signature of person authorized to sign)	15C. DATE SIGNED 9/2/15	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 9 / 2 / 2015

The purpose of this modification is to 1) de-obligate funding from CLIN 1090AN (TRP2_0013A) and 2) definitize a portion of the Option Year1 CLIN 1090 (Tech Refresh Material) pricing. Refer to P00012, P00025, P00030, P00038, P00046, P00048, P00053, and P00055 for previous CLIN x090 definitizations.

1. In section B, decrease the following CLIN price, previously definitized under contract modification P00055, by (b)(4). Task Order 0920 will also be amended to decrease the CLIN 1090AN amount and to de-obligate (b)(4).

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AN	ES	Tech Refresh Material (ES) – (TRP2_0013A)	-	EA	(b)(4)	-

To (\$2,853,035.60 - \$203,402.69 = \$2,649,632.91):

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AN	ES	Tech Refresh Material (ES) – (TRP2_0013A)	-	EA	(b)(4)	-

2. In Section B, revise the following CLIN 1090AB value as a result of decreasing CLIN 1090AN and definitizing a portion of the “Not-to-Exceed” pricing for CLIN 1090AB.

(b)(4)

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AB	ES	Enterprise Services (ES)	-	LOT	(b)(4)	-

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AB	ES	Enterprise Services (ES)	-	LOT	(b)(4)	-

3. In section B, establish the following CLIN that definitizes a portion of the “Not-to-Exceed” pricing during Option Year1:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AS	ES	Tech Refresh Material (ES) – (TRP2_0013B)	-	EA	(b)(4)	-
1090AT	ES	Tech Refresh Material (ES) – (TRP2_0013C)	-	EA	(b)(4)	-

4. In Section C, establish the following CLINs that definitize a portion of the “Not-to-Exceed” pricing:

CLIN	ES/TXS	Supplies/Services	Description
1090AS	ES	Tech Refresh Material (ES) – (TRP2_0013B)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.</p> <p>This CLIN covers the purchase of TRP2_0013B equipment.</p>
1090AT	ES	Tech Refresh Material (ES) – (TRP2_0013C)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.</p> <p>This CLIN covers the purchase of TRP2_0013C equipment.</p>

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J		PAGE OF PAGES 1 OF 2		
2. AMENDMENT/MODIFICATION NO. P00063		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		N00039		7. ADMINISTERED BY (If other than Item 6)		CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil				Add Additional "VIP (CLIN x025)" & "HvD Account-only (CLIN x072AH/x072AK)" Services for Option Years 2 through 4			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO.	
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171						9B. DATED (SEE ITEM 11)	
CODE				FACILITY CODE IU305		10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013 10B. DATED (SEE ITEM 11) 27 June 2013	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

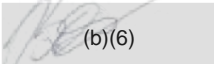
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Brian Stevens, Legal/Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/OFFEROR BY  (b)(6) (Signature of person authorized to sign)	15C. DATE SIGNED 3SEP2015	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 9 / 3 / 2015

The purpose of this modification is to add additional “VIP” and “HvD Account-only” services to sections B and C (Option Years 2 through 4).

1. In Section B, add CLINs as follows. Additionally, the associated section C CLIN descriptions, established in contract modifications P00025 (VIP), P00026 (VIP update), and P00027 (HvD Account-only), shall apply.

2025AB	VIP Services	(b)(4)	ES	Monthly	(b)(4)	-
3025AB	VIP Services	(b)(4)	ES	Monthly	(b)(4)	-
4025AB	VIP Services	(b)(4)	ES	Monthly	(b)(4)	-
2025AC	VIP Services	(b)(4)	ES	Monthly	(b)(4)	-
3025AC	VIP Services	(b)(4)	ES	Monthly	(b)(4)	-
4025AC	VIP Services	(b)(4)	ES	Monthly	(b)(4)	-
2072AH	Hosted Virtualized Desktop (HvD) Account-only Services (Government Furnished Hardware)		ES	Monthly	(b)(4)	-
3072AH	Hosted Virtualized Desktop (HvD) Account-only Services (Government Furnished Hardware)		ES	Monthly	(b)(4)	-
4072AH	Hosted Virtualized Desktop (HvD) Account-only Services (Government Furnished Hardware)		ES	Monthly	(b)(4)	-
2072AK	Hosted Virtualized Desktop (HvD) Account-only Services		ES	Monthly	(b)(4)	-
3072AK	Hosted Virtualized Desktop (HvD) Account-only Services		ES	Monthly	(b)(4)	-
4072AK	Hosted Virtualized Desktop (HvD) Account-only Services		ES	Monthly	(b)(4)	-

2. In Section C, update the CLIN numbers for “VIP Services (5 Users)” and “VIP Services (1 User)” as follows.

From:

1025AB	VIP Services	(b)(4)
1025AC	VIP Services	(b)(4)

To:

0025AB	VIP Services	(b)(4)
0025AC	VIP Services	(b)(4)

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 OF 3
2. AMENDMENT/MODIFICATION NO. P00064		3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE		N00039	7. ADMINISTERED BY (If other than Item 6) CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil			Add/Modify Application Hosting Services (CLIN x058) - AHS Tier 3 Service Desk Support Uplift	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013
				10B. DATED (SEE ITEM 11) XX April 2015
CODE		FACILITY CODE IU305		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

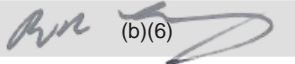
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Walt Leavy, Legal/Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/OFFEROR BY  (b)(6)	15C. DATE SIGNED 9/10/15	16B. UNITED STATES OF AMERICA BY _____	16C. DATE SIGNED 9/10/2015
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

The purpose of this modification is to modify CLIN 0058AD (AHS Tier 3 Service Desk Support Uplift) "Uplift" services within sections B and C (Option Year 2 through Option Year 4). This will accommodate a three-way, fair-share payment for this service between PMW205, NAVSUP (OMN activities), and NAVSUP (NWCF activities).

1. In Section B, modify CLINs as follows:

From:

2058AD	AHS Tier 3 Service Desk Support Uplift	ES	Monthly	(b)(4)	-
3058AD	AHS Tier 3 Service Desk Support Uplift	ES	Monthly	(b)(4)	-
4058AD	AHS Tier 3 Service Desk Support Uplift	ES	Monthly	(b)(4)	-

To:

2058AD	AHS Tier 3 Service Desk Support Uplift (PMW205)	ES	Monthly	(b)(4)	-
3058AD	AHS Tier 3 Service Desk Support Uplift (PMW205)	ES	Monthly	(b)(4)	-
4058AD	AHS Tier 3 Service Desk Support Uplift (PMW205)	ES	Monthly	(b)(4)	-

2. In Section B, add CLINs as follows:

2058AM	AHS Tier 3 Service Desk Support Uplift (NAVSUP - OMN)	ES	Monthly	(b)(4)	-
2058AN	AHS Tier 3 Service Desk Support Uplift (NAVSUP - NWCF)	ES	Monthly	(b)(4)	-
				\$17,479.79	
3058AM	AHS Tier 3 Service Desk Support Uplift (NAVSUP - OMN)	ES	Monthly	(b)(4)	-
3058AN	AHS Tier 3 Service Desk Support Uplift (NAVSUP - NWCF)	ES	Monthly	(b)(4)	-
4058AM	AHS Tier 3 Service Desk Support Uplift (NAVSUP - OMN)	ES	Monthly	(b)(4)	-
4058AN	AHS Tier 3 Service Desk Support Uplift (NAVSUP - NWCF)	ES	Monthly	(b)(4)	-

3. In Section C, within CLIN 0058 (Application Hosting Services (AHS)), modify the CLIN (Supplies/Services) name only, and as follows (Option Year 2 through Option Year 4):

From:

0058AD	ES	AHS Tier 3 Service Desk Support Uplift
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To:

0058AD	ES	AHS Tier 3 Service Desk Support Uplift (PMW205)
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4. In Section C, within CLIN 0058 (Application Hosting Services (AHS)), add the CLIN as follows (Option Year 2 through Option Year 4):

0058AM	ES	AHS Tier 3 Service Desk Support Uplift (NAVSUP - OMN)	Same as 0058AD
0058AN	ES	AHS Tier 3 Service Desk Support Uplift (NAVSUP - NWCF)	Same as 0058AD

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

J

1 OF 3

2. AMENDMENT/MODIFICATION NO. P00065	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY CODE	N00039	7. ADMINISTERED BY (If other than Item 6)	CODE
OFFICE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		Definitize a Portion of the CLIN 0090 (Tech Refresh Material Pricing (Option Year1)): TRP2_0007	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171			9B. DATED (SEE ITEM 11)
CODE		FACILITY CODE IU305	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013
		X	10B. DATED (SEE ITEM 11) 27 June 2013

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Walter R. Leavy, Legal/Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/OFFEROR (b)(6) (Signature of person authorized to sign)	15C. DATE SIGNED 9/11/15	16B. UNITED STATES OF AMERICA CERVANTES.JOSE.11 (b)(6) BY_ (Signature of Contracting Officer)	16C. DATE SIGNED 9/11/2015

The purpose of this modification is to 1) re-allocate Not-to-Exceed CLIN ceiling from the Base Year to Option Year 1 and 2) definitize a portion of the Option Year1 CLIN 1090 (Tech Refresh Material) pricing. Refer to P00012, P00025, P00030, P00038, P00046, P00048, P00053, P00055 and P00062 for previous CLIN x090 definitizations.

1. In Section B, re-allocate \$347,519.30 from the "Not-to-Exceed" ceiling amount of Base Year CLIN 0090AA (TXS segment) to Option Year1 CLIN 1090AA (TXS segment).

Base Year Ceiling Decrease

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
0090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

Option Year1 Ceiling Increase

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

This will result in "Not-to-Exceed" ceiling amounts for Base Year CLIN 0090AA (TXS segment) and Option Year1 CLIN 1090AA (TXS segment) as follows.

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
0090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

2. In Section B, revise the following CLIN 0090 values as a result of definitizing a portion of the "Not-to-Exceed" pricing for CLIN 1090AA (b)(4)

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

(1090AA as established paragraph 1 above)

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

3. In section B, establish the following CLIN that definitizes a portion of the "Not-to-Exceed" pricing during Option Year1:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AU	TXS	Tech Refresh Material (TXS) – (TRP2_0007)	-	EA	\$347,519.30	-

4. In Section C, establish the following CLIN that definitizes a portion of the "Not-to-Exceed" pricing:

CLIN	ES/TXS	Supplies/Services	Description
1090AU	TXS	Tech Refresh Material (TXS) – (TRP2_0007)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16. This CLIN covers the purchase of TRP2_0007 equipment.

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J		PAGE OF PAGES 1 OF 2		
2. AMENDMENT/MODIFICATION NO. P00066		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		CODE N00039		7. ADMINISTERED BY (If other than Item 6)		CODE	
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				Incorporate Award Fee Plan Evaluation Criteria Option 2, Period 4 into Attachment 3: Award Fee Plan		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013	
						10B. DATED (SEE ITEM 11)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)				<div style="border: 1px solid black; padding: 5px; width: 30px; margin: 0 auto;">X</div>		CODE	
FACILITY CODE IU305							

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
NOT APPLICABLE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED-PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Kimberly Reavis, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ <small>(Signature of person authorized to sign)</small>		BY _____ <small>(Signature of Contracting Officer)</small>	

The purpose of this modification is to incorporate the following change into the NGEN Contract N00039-13-D-0013:

1. Incorporate Award Fee Plan Evaluation Criteria for Option 2, Period 4: 1 October 2015 through 31 March 2016 into Attachment 3: Award Fee Plan.

All other terms and conditions of contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 OF 3
2. AMENDMENT/MODIFICATION NO. P00067		3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		CODE N00039	7. ADMINISTERED BY (If other than Item 6) CODE	
			Definitize a Portion of the CLIN 0090 (Tech Refresh Material Pricing (Option Year1)): TRP2_0042	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171			(X)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013
				10B. DATED (SEE ITEM 11) 27 June 2013
CODE		FACILITY CODE IU305		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

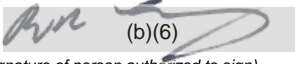
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Walter R. Leavy, Legal/Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 9/18/15	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 9/18/2015
BY  (b)(6) (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

The purpose of this modification is to 1) re-allocate Not-to-Exceed CLIN ceiling from the Base Year and Option Year 2 to Option Year 1 and 2) definitize a portion of the Option Year1 CLIN 1090 (Tech Refresh Material) pricing. Refer to P00012, P00025, P00030, P00038, P00046, P00048, P00053, P00055, P00062 and P00065 for previous CLIN x090 definitizations.

1. In Section B, re-allocate \$ (b)(4) from the “Not-to-Exceed” ceiling amount of Base Year CLIN 0090AA (TXS segment) AND re-allocate \$ (b)(4) from the “Not-to-Exceed” ceiling amount of Option Year 2 CLIN 2090AA to Option Year1 CLIN 1090AA (TXS segment).

Base Year Ceiling Decrease

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
0090AA	TXS	Tech Refresh Material (TXS)	-	LOT	\$ (b)(4) = \$0	-

Option Year 2 Ceiling Decrease

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

Option Year1 Ceiling Increase

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4) (b)(4)	-

This will result in “Not-to-Exceed” ceiling amounts for Base Year CLIN 0090AA (TXS segment), Option Year 2 CLIN 2090AA (TXS segment) and Option Year 1 CLIN 1090AA (TXS segment) as follows.

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
0090AA	TXS	Tech Refresh Material (TXS)	-	LOT	\$(b)(4)	-

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AA	TXS	Tech Refresh Material (TXS)	-	LOT	\$ (b)(4)	-

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

2. In Section B, revise the following CLIN 0090 and CLIN 2090 values as a result of definitizing a portion of the “Not-to-Exceed” pricing for CLIN 1090AA (\$9,644,952.75 and \$4,454,087.19 less \$14,099,039.94).

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

(1090AA as established paragraph 1 above)

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

3. In section B, establish the following CLIN that definitizes a portion of the “Not-to-Exceed” pricing during Option Year1:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AV	TXS	Tech Refresh Material (TXS) – (TRP2_0042)	-	EA	(b)(4)	-

4. In Section C, establish the following CLIN that definitizes a portion of the “Not-to-Exceed” pricing:

CLIN	ES/TXS	Supplies/Services	Description
1090AV	TXS	Tech Refresh Material (TXS) – (TRP2_0042)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.</p> <p>This CLIN covers the purchase of TRP2_0042 equipment.</p>

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 OF 7
2. AMENDMENT/MODIFICATION NO. P00068		3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		CODE N00039	7. ADMINISTERED BY (If other than Item 6) CODE	
			Add Application Hosting Services (CLIN x058) - Application Decommission Services	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171			(X)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013
				10B. DATED (SEE ITEM 11) XX April 2015
CODE		FACILITY CODE IU305		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

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IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

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	D. OTHER (Specify type of modification and authority)


E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Walt Leavy, Legal/Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/OFFEROR BY  (b)(6)	15C. DATE SIGNED 09/25/15	16B. UNITED STATES OF AMERICA BY _____	16C. DATE SIGNED 9/25/2015
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

The purpose of this modification is to add CLIN 0058 Application Decommission Services within sections B and C (Option Year 1 through Option Year 4).

1. In Section B, add CLINs as follows:

1058AP	Application Hosting Deactivation Services - Per Application	ES	Each	\$ (b)(4)	-
1058AQ	Application Hosting Deactivation Services - Per First Virtual Server	ES	Each	\$ (b)(4)	-
1058AR	Application Hosting Deactivation Services - Per Additional Virtual Server	ES	Each	(b)(4)	-
1058AS	Application Hosting Deactivation Services - Per Physical Server	ES	Each	(b)(4)(b)(4)	-
1058AT	Application Hosting Deactivation Services - Per Additional Physical Server	ES	Each	(b)(4)	-
				9	
2058AP	Application Hosting Deactivation Services - Per Application	ES	Each	\$ (b)(4)	-
2058AQ	Application Hosting Deactivation Services - Per First Virtual Server	ES	Each	(b)(4)	-
2058AR	Application Hosting Deactivation Services - Per Additional Virtual Server	ES	Each	(b)(4)	-
2058AS	Application Hosting Deactivation Services - Per Physical Server	ES	Each	(b)(4)	-
2058AT	Application Hosting Deactivation Services - Per Additional Physical Server	ES	Each	\$ (b)(4)	-
3058AP	Application Hosting Deactivation Services - Per Application	ES	Each	\$ (b)(4)	-
3058AQ	Application Hosting Deactivation Services - Per First Virtual Server	ES	Each	\$ (b)(4)	-
3058AR	Application Hosting Deactivation Services - Per Additional Virtual Server	ES	Each	(b)(4)	-
3058AS	Application Hosting Deactivation Services - Per Physical Server	ES	Each	\$ (b)(4)	-
3058AT	Application Hosting Deactivation Services - Per Additional Physical Server	ES	Each	\$ (b)(4)	-
4058AP	Application Hosting Deactivation Services - Per Application	ES	Each	\$ (b)(4)	-
4058AQ	Application Hosting Deactivation Services - Per First Virtual Server	ES	Each	\$ (b)(4)	-
4058AR	Application Hosting Deactivation Services - Per Additional Virtual Server	ES	Each	\$ (b)(4)	-
4058AS	Application Hosting Deactivation Services - Per Physical Server	ES	Each	(b)(4)	-
4058AT	Application Hosting Deactivation Services - Per Additional Physical Server	ES	Each	(b)(4)	-

2. In Section C, within CLIN 0058 (Application Hosting Services (AHS)), add the CLIN as follows (Option Year 1 through Option Year 4):

0058AP	ES	Application Hosting Deactivation Services - Per Application	<p>Provides one-time decommission services that are required to remove each hosted application from the AHS environment. Activities include the creation of a decommission-level project plan, removal of the application from the AHS environment, and archiving AHS and Service Desk artifacts. Specifically, the contractor shall provide the following services:</p> <p>A. Establishing the application decommission project team and project plan:</p> <ol style="list-style-type: none"> 1. Meeting with the application owners to create a schedule and project plan for the decommissioning of the application and components; 2. Conducting meetings, managing project deliverables, and scheduling tasks; 3. Providing status reports to the application owners and internal teams; 4. Archive application artifacts and project workbook; 5. Performing change management functions, including scheduling interaction with the application team. <p>B. Remove application components from the AHS environment:</p> <ol style="list-style-type: none"> 1. Removing the application users and group membership from Active Directory; 2. Removing the application container from Active Directory; 3. Notifying Change and Problem Management of the decommissioning of the application; 4. Removing the application container from the monitoring and capacity management tools; 5. Removing the application container from the firewall configuration tool and network management tool; 6. Removing the application container from all applicable IA Security tools (e.g. ACAS, HBSS, EMET); 7. Removing the application container, users and groups from the Citrix Shared Tools; 8. Removing the application from the Service Desk processes and documentation including updating Knowledge Management Articles. <p>C. Notifying the Government Project Lead that the application decommission has been completed.</p>
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0058AQ	ES	Application Hosting Deactivation Services - Per First Virtual Server	<p>Provides one-time services that are required to remove the first virtual server from the AHS environment. Activities include removing the virtual server from the AHS shared infrastructure, removing the virtual server from the AHS shared tools and monitoring, removing the virtual server's logical networking connections, and deleting the virtual server allocation from the AHS virtual environment. Specifically, the contractor shall provide the following services:</p> <p>A. Establishing the application project team and project plan:</p> <ol style="list-style-type: none"> 1. Meeting with the application owners to create a schedule and project plan for the decommissioning activities; 2. Conducting meetings, managing project deliverables, and scheduling tasks; 3. Providing status reports to the application owners and internal teams; and 4. Performing change management functions, including scheduling interaction with the application team. 5. Creating Configuration Package for removal of AHS Virtual Server. <p>B. Removing virtual server level components from AHS environment:</p> <ol style="list-style-type: none"> 1. Removing the server from Active Directory; 2. Removing the server from the IA Security tools; 3. Removing the server from the monitoring and capacity management tools; 4. Removing the server from applicable IA Security tools (e.g ACAS, HBSS, EMET); 5. Identifying and de-allocating the SAN that is connected to server; 6. Removing database components that are installed on the server; 7. Purging server backups and removing the server from the backup process and documentation; 8. Removing any SMTP services; 9. Removing the server name from internal and external DNS; 10. Removing the server definitions from the load balancer; 11. Identifying and removing all firewall rules associated with server; and 12. Removing server access from the Citrix Shared Tools. <p>C. Removing the virtual server from the AHS virtual environment:</p> <ol style="list-style-type: none"> 1. De-allocating the virtual server resources from the AHS shared virtual environment; 2. Removing the virtual server documentation; and 3. Removing the virtual server from the Service Desk process and documentation. <p>D. Notifying the Government Project Lead that the virtual server decommission has been completed.</p>
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0058AR	ES	Application Hosting Deactivation Services - Per Additional Virtual Server	<p>Provides one-time decommission services that are required to remove each “additional” virtual server, within a decommission request, from the AHS Environment. Activities include removing the additional virtual server from the AHS shared infrastructure, removing the additional virtual server from the AHS shared tools and monitoring, removing the additional virtual server's logical networking connections, and deleting the additional virtual server allocation from the AHS virtual environment. Specifically, the contractor shall provide the following services:</p> <p>A. Removing additional virtual server level components from AHS environment:</p> <ol style="list-style-type: none">1. Removing the server from Active Directory;2. Removing the server from the IA Security tools;3. Removing the server from the monitoring and capacity management tools;4. Removing the server from applicable IA Security tools (e.g ACAS, HBSS, EMET);5. Identifying and de-allocating the SAN that is connected to server;6. Removing database components that are installed on the server;7. Purging server backups and removing the server from the backup process and documentation;8. Removing any SMTP services;9. Removing the server name from internal and external DNS;10. Removing the server definitions from the load balancer;11. Identifying and removing all firewall rules associated with server;12. Removing server access from the Citrix Shared Tools. <p>B. Removing the virtual server from the AHS virtual environment:</p> <ol style="list-style-type: none">1. De-allocating the virtual server resources from the AHS shared virtual environment;2. Removing the virtual server documentation; and3. Removing the virtual server from the Service Desk process and documentation. <p>This CLIN shall be ordered along with CLIN 0058AQ for virtual servers “beyond the first virtual server.”</p>
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0058AS	ES	Application Hosting Deactivation Services - Per Physical Server	<p>Provides one-time decommissioning services that are required to remove the first physical server, within in a decommission request, from the AHS environment. Activities include the physical removal of the server hardware and connection to the AHS infrastructure, removing the physical server from the monitoring and support tools, and removing the physical server from the AHS environment and documentation. Specifically, the contractor shall provide the following services:</p> <p>A. Setting up the project team and project plan:</p> <ol style="list-style-type: none"> 1. Meeting with the application owners to determine the schedule and project plan for the physical server decommissioning; 2. Conducting meetings, managing project deliverables, and scheduling tasks; 3. Providing status reports to the application owners and internal teams; and 4. Performing change management functions, including scheduling interaction with the application team. <p>B. Removing the physical server from the AHS environment:</p> <ol style="list-style-type: none"> 1. Removing the server from the applicable IA Security tools (e.g. ACAS, HBSS, EMET); 2. Removing the server from the Performance/Capacity Management & Capacity Allocation tools and processes; 3. Identifying and de-allocating the SAN-attached storage used by the sserver; 4. Removing the server from the AHS BUR tools, processes, and documentation, and purging the backup tapes; 5. Deleting and Wiping all associated AHS Internal Hard Drives 6. Removing the server from the AHS monitoring tools; 7. Removing the server from Active Directory, SMTP, internal and external DNS, load balancers, firewall rules and the Citrix Shared Tools; 8. Removing the server from the Service Desk processes and documentation. <p>C. Removing the physical hardware from the AHS Infrastructure:</p> <ol style="list-style-type: none"> 1. Creating configuration package for removal of the AHS physical server; 2. Submitting a process request for a decommission item in the Shipping Portal; 3. Uploading a DD-1348 to Asset Manager; 4. Creating a DD-250 for hard drives from the decommissioned item; 5. Powering down the physical server; 6. Removing the cabling and power from the physical server; 7. Turning down ports for the physical server; 8. Removing the physical server from AHS racks; and 9. Packing and shipping the physical server. <p>D. Notifying the Government Project Leader that the physical server decommission has been completed.</p>
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0058AT	ES	Application Hosting Deactivation Services - Per Additional Physical Server	<p>Provides one-time decommissioning services that are required to remove each "additional" physical server, within a decommission request, from the AHS environment. Activities include the physical removal of the server hardware and connection to the AHS infrastructure, removing the physical server from the monitoring and support tools, and removing the physical server from the AHS environment and documentation. Specifically, the contractor shall provide the following services:</p> <p>A. Removing additional physical server from the AHS environment:</p> <ol style="list-style-type: none"> 1. Removing the server from the applicable IA Security tools (e.g. ACAS, HBSS, EMET); 2. Removing the server from the Performance/Capacity Management & Capacity Allocation tools and processes. 3. Identifying and de-allocating the SAN-attached storage used by the server; 4. Removing the server from the AHS BUR tools, processes, and documentation, and purging the backup tapes; 5. Deleting and Wiping all associated AHS Internal Hard Drives 6. Removing the server from the AHS monitoring tools; 7. Removing the server from Active Directory, SMTP, internal and external DNS, load balancers, firewall rules and the Citrix Shared Tools; and 8. Removing the server from the Service Desk processes and documentation. 9. <p>B. Removing additional physical hardware from the AHS infrastructure:</p> <ol style="list-style-type: none"> 1. Creating Configuration Package for removal of AHS Physical Server. 2. Submitting Process Request for Decommission item in Shipping Portal 3. Uploading DD1348 to Asset Manager 4. Creating DD250 for Hard Drives from Decommissioned Item 5. Powering down physical server; Removing the cabling and power from the physical server; 6. Turning down ports for the physical server; 7. Removing the physical server from AHS racks; and 8. Packing and shipping the physical server. <p>This CLIN shall be ordered along with CLIN 0058AS for physical servers "beyond the first physical server."</p>
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Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 OF 3
2. AMENDMENT/MODIFICATION NO. P00069		3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE		N00039	7. ADMINISTERED BY (If other than Item 6) CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil			Definitize a Portion of the CLIN 0090 (Tech Refresh Material Pricing (Option Year1)): TRP2_0041	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				9B. DATED (SEE ITEM 11)
CODE			X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013
FACILITY CODE IU305				10B. DATED (SEE ITEM 11) 27 June 2013

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)


E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Walter R. Leavy, Legal/Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/OFFEROR BY  (Signature of person authorized to sign)	15C. DATE SIGNED 9/26/15	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 9/26/2015

The purpose of this modification is to 1) re-allocate Not-to-Exceed CLIN ceiling from the Option Year 2 and 2) definitize a portion of the Option Year1 CLIN 1090 (Tech Refresh Material) pricing. Refer to P00012, P00025, P00030, P00038, P00046, P00048, P00053, P00055, P00062, P00065 and P00067 for previous CLIN x090 definitizations.

1. In Section B, re-allocate \$584,017.18 from the “Not-to-Exceed” ceiling amount of Option Year2 CLIN 2090AB (ES segment).

Option Year 2 Ceiling Decrease

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AB	ES	Enterprise Services (ES)	-	LOT	(b)(4)	-

Option Year1 Ceiling Increase

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AB	ES	Enterprise Services (ES)	-	LOT	\$ (b)(4)	-

This will result in “Not-to-Exceed” ceiling amounts for Option Year 2 CLIN 2090AB (ES segment) and Option Year 1 CLIN 1090AB (ES segment) as follows.

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AB	ES	Enterprise Services (ES)	-	LOT	(b)(4)	-

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AB	ES	Enterprise Services (ES)	-	LOT	\$ (b)(4)	-

2. In Section B, revise the following CLIN 1090 and CLIN 2090 values as a result of definitizing a portion of the “Not-to-Exceed” pricing for CLIN 1090AB (\$ (b)(4) less \$ (b)(4)).

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AB	ES	Enterprise Services (ES)	-	LOT	\$ (b)(4)	-

(1090AB as established paragraph 1 above)

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AB	ES	Enterprise Services (ES)	-	LOT	(b)(4)	-

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AB	ES	Enterprise Services (ES)	-	LOT	(b)(4)	-

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AB	ES	Enterprise Services (ES)	-	LOT	\$ (b)(4)	-

3. In section B, establish the following CLIN that definitizes a portion of the “Not-to-Exceed” pricing during Option Year1:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AW	ES	Enterprise Services (ES) – (TRP2_0041)	-	EA	(b)(4)	-

4. In Section C, establish the following CLIN that definitizes a portion of the “Not-to-Exceed” pricing:

CLIN	ES/TXS	Supplies/Services	Description
1090AW	ES	Enterprise Services (ES) – (TRP2_0041)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.</p> <p>This CLIN covers the purchase of TRP2_0041 equipment.</p>

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J		PAGE OF PAGES 1 OF 2		
2. AMENDMENT/MODIFICATION NO. P00070		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		N00039		7. ADMINISTERED BY (If other than Item 6)		CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil				Add Software Certification and Distribution Services (CLIN x047)			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO.	
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171						9B. DATED (SEE ITEM 11)	
CODE				FACILITY CODE IU305		10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013	
				X		10B. DATED (SEE ITEM 11) 27 June 2013	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

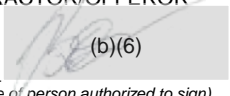
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Brian Stevens, Legal/Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/OFFEROR BY  (b)(6) (Signature of person authorized to sign)	15C. DATE SIGNED 29SEP2015	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 9/29/2015

The purpose of this modification is to add "Software Certification and Distribution" services to sections B and C (Option Year 2 through Option Year 4). Specifically, the following changes are required.

1. In Section B, add CLINs as follows:

2047AF	Supplemental Scripts	ES	Each	\$ (b)(4)	-
3047AF	Supplemental Scripts	ES	Each	\$ (b)(4)	-
4047AF	Supplemental Scripts	ES	Each	\$ (b)(4)	-
2047AG	Software Distribution (Additional Events)	ES	Each	\$ (b)(4)	-
3047AG	Software Distribution (Additional Events)	ES	Each	\$ (b)(4)	-
4047AG	Software Distribution (Additional Events)	ES	Each	\$ (b)(4)	-

2. In Section C, add the CLIN description as follows (Option Year 2 through Option Year 4):

0047AF	ES	Supplemental Scripts	<p>This service provides additional engineering and scripting for CLIN47AA or CLIN47AB only in accordance with Section 3.3.13 in the PWS. (b)(4)</p> <p>Where technically possible, a script would be developed to allow the application to do the following; a) install/uninstall silently, b) requires interaction with the users to complete the installation, c) allow the users to input a new license key or file, d) modify installation process of software package.</p> <p>This service may be ordered for an existing CLIN47AA or CLIN47AB Software Testing and Package or can be ordered in conjunction with a new CLIN47AA or CLIN47AB.</p>
0047AG	ES	Software Distribution (Additional Events)	<p>This service is utilized for the distribution of existing certified software application packages and associated supplemental packaging instances when a single distribution event is not sufficient to meet the Government's distribution objectives. The Contractor shall provide a release plan to the Government requestor which details the NGEN Data Seats targeted in accordance with Seat to Application Mapping (STAM) for the additional distribution event. The Contractor shall provide a completion report after all seats/locations have completed software distribution.</p> <p>This service may be ordered in conjunction with the CLIN47AA or CLIN47AB. Software Distribution (additional events) and all such additional distribution events must occur within the Fiscal Year for which the funding is valid and be based upon a mutually agreed project distribution release Plan of Action & Milestones (POA&M) in accordance with the processes in section 3.3.16 in the NGEN PWS.</p> <p>This service is limited to existing certified software that can be distributed via an electronic distribution method for authorized users.</p>

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

J

PAGE OF PAGES

1 OF 3

2. AMENDMENT/MODIFICATION NO. P00071	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	N00039	7. ADMINISTERED BY (If other than Item 6)	CODE

SPACE AND NAVAL WARFARE SYSTEMS COMMAND
CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5
1325 10th Street SE, BLDG 196, Suite 301
Washington Navy Yard
Washington, DC 20374
PHONE: 202-433-7199
kim.reavis@navy.mil

Add Site Survey CLIN 2006AS to Section B
and revise 0006AS description under
Section C.

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013
		10B. DATED (SEE ITEM 11) 27 June 2013
CODE	FACILITY CODE IU305	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN FOR REMAINDER OF MODIFICATION-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Walt Leavy, Legal/Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CDR Gregory Lask, Contracting Officer
15B. CONTRACTOR/OFFEROR BY (b)(6)	15C. DATE SIGNED 9/30/15
16B. UNITED STATES OF AMERICA LASK.GREGORY.ROBE (b)(6)	16C. DATE SIGNED 30 Sep 2015

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)
FAR (48 CFR) 53.243

The purpose of this modification is to add Site Survey CLIN 2006AS to Section B and to revise the 0006AS description under Section C.

1. In TXS Section B, add Site Survey CLIN 2006AS:

CLIN	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
2006AS	Site Survey CLIN	-	Monthly	\$163,461.54	-

2. In TXS Section C, revise the CLIN description as follows:

FROM:

CLIN	Supplies/Services	Description
0006AS	Site Survey CLIN	<p>This Service provides for site surveys to gather and document the data required to estimate the services and materials necessary to perform the services covered under a CLIN 0006AG.</p> <ul style="list-style-type: none"> • The Government will initiate a site survey by submitting a written request in a format mutually agreed by the parties. • The Contractor will provide a written response to each request containing the result of the survey and a detailed Bill of Materials and services required to make the requested changes to the NMCI network • This service is only available at buildings within USN CONUS sites and buildings within OCONUS sites in Hawaii that have NMCI connectivity as of November 1, 2014. This service includes buildings without NMCI connectivity that are located within 1500 feet of an NMCI point of presence • This service includes surveys for both Classified and Unclassified network and work areas • This service is not available for requests that require one or more separate runs of outside cable plant installation that exceeds 1500 feet • Work will be performed during normal working hours • In performing these services, the Contractor shall only be required to incur costs for up to ten (10) non-local travel trips. • The CLIN Price will be evaluated and updated on an annual basis. <p>There is no volume commitment for the number of site surveys to be performed under this CLIN.</p>

TO:

CLIN	Supplies/Services	Description
0006AS	Site Survey CLIN	<p>This Service provides for site surveys to gather and document the data required to estimate the services and materials necessary to perform the services covered under a CLIN 0006AG.</p> <ul style="list-style-type: none"> • The Government will initiate a site survey by submitting a written request in a format mutually agreed to by the parties. • The Contractor will provide a written response to each request containing the result of the survey and a detailed Bill of Materials and services required to make the requested changes to the NMCI network. • This service is only available at buildings within USN CONUS sites and buildings within OCONUS sites in Hawaii, not to exceed three (3) buildings for any single survey, that have NMCI connectivity as of October 01, 2015. This service includes buildings without NMCI connectivity that are located within 1500 feet of an NMCI point of presence. • This service includes surveys for both Classified and Unclassified network and work areas. • This service is not available for requests that require one or more separate runs of outside cable plant installation that exceeds 1500 feet. • This service is not available for wireless bridging • Work will be performed during normal working hours. • Surveys will be tracked as "Simple Surveys", "Moderate Surveys", and "Complex Surveys". • The CLIN Price will be evaluated and updated on an annual basis. • Where possible, 6AG projects will implement or prepare the environment to enable 10G transport. The scope of this will be confined to the end destination building. Upgrading the MDF to 10G will be a TRMP function. • This CLIN supports only 6AG network upgrades (Claimant driven). Technical Refresh and Modernization Plan upgrades are not covered by this item. <ul style="list-style-type: none"> • There is no volume commitment for the number of site surveys to be performed under this CLIN.

3. Except as provided herein, all other terms and conditions of contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 OF 8
2. AMENDMENT/MODIFICATION NO. P00072	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE	N00039	7. ADMINISTERED BY (If other than Item 6) CODE		
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		Revise the CLIN for Embarkable Seat Uplift Services (CLIN X074AA) under Sections B and C and Incorporate Revisions to Attachment 1 (PWS)		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.	
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013	
			10B. DATED (SEE ITEM 11) 27 June 2013	
CODE	FACILITY CODE IU305			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN FOR REMAINDER OF MODIFICATION-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6) Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CDR Gregory Lask, Contracting Officer	
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 5 Oct 2015	16B. UNITED STATES OF AMERICA LASK.GREGORY.ROBERT.	16C. DATE SIGNED 07 Oct 2015
BY (b)(6) (Signature of person authorized to sign)		BY (b)(6) (Signature of Contracting Officer)	

The purpose of this modification is make the following changes to Section B, Section C, and Attachment 1 (PWS) for revisions to Embarkable Seat Uplift Services (CLIN x074AA) per RAPT PMNMCI-5000-2015-NG0966:

1. In Enterprise Services Section B, revise the Supplies or Services and Prices/Costs description for CLIN x074AA, Embarkable Seat Uplift, as follows:

FROM:

CLIN	Services/Supplies	QTY	Unit	Unit Price	Amount
2074AA	Embarkable Seat Uplift	-	Monthly	(b)(4)	-
3074AA	Embarkable Seat Uplift	-	Monthly	(b)(4)	-
4074AA	Embarkable Seat Uplift	-	Monthly	(b)(4)	-

TO:

CLIN	Services/Supplies	QTY	Unit	Unit Price	Amount
2074AA	Embarkable Seat Uplift Part A	-	Monthly	(b)(4)	-
2074AB	Embarkable Seat Uplift Part B	-	Monthly	(b)(4)	
3074AA	Embarkable Seat Uplift	-	Monthly	(b)(4)	-
4074AA	Embarkable Seat Uplift	-	Monthly	(b)(4)	-

2. In Enterprise Services Section C, revise the CLIN description as follows:

FROM:

0074	Embarkable Seat Uplift	Any new seat service in accordance with Section 3.3.30 (with the exception of 3.3.30.3) in the PWS deployment will be a complete hardware bundle that includes USB Smartcard keyboard, USB Optical Mouse, and 19 inch flat screen monitor, Stand, Dock, Bag, Cable). Performance shall be in accordance with Section 3.3.30.3 with guidance from 3.3.33 for seats in the PWS.
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0074AA	Embarkable Seat Uplift	<p>In accordance with Section 3.3.30.3 with guidance from 3.3.33 for seats in the PWS, embarkable means that the seat will be periodically deployed and used in an expeditionary or field environment where the workstation is subjected to rough handling and climatic extremes. Embarkable seats shall be capable of interfacing with and being reconfigured for compatibility with IT-21 shipboard networks and the Marine Corps Tactical Network (MCTN). Reconfiguration to interface with IT-21 or other non-NGEN (e.g. Disembarked) network is not the responsibility of the Contractor. Worldwide support for deployed equipment and software to meet the service level is provided by DON. Reconfiguration for return and interface with NGEN is the responsibility of the Contractor. The unit of purchase for these service categories shall be referred to as a "seat". The Contractor shall provide two (2) non-classified user accounts for each embarkable workstation seat procured. The NGEN Contractor shall supply spares to facilitate deployed operations. The Contractor shall use as a basis for evaluation of required spares and ILS support the projected equipment as described in the PWS.</p>
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TO:

0074	Embarkable Seat Uplift	<p>Any new seat service in accordance with Section 3.3.30 (with the exception of 3.3.30.3) in the PWS will be a complete hardware bundle that includes USB Smartcard keyboard, USB Optical Mouse, and 19 inch flat screen monitor, Stand, Dock, Bag, and Cable). Performance shall be in accordance with Section 3.3.30.3 with guidance from 3.3.33 for seats in the PWS.</p>
------	------------------------	---

0074AA	Embarkable Seat Uplift	In accordance with Section 3.3.30.3 with guidance from 3.3.33 for seats in the PWS, embarkable means that the seat will be periodically deployed and used in an expeditionary or field environment where the workstation is subjected to rough handling and climatic extremes. Embarkable seats shall be capable of interfacing with and being reconfigured for compatibility with IT-21 shipboard networks and the Marine Corps Tactical Network (MCTN). Reconfiguration to interface with IT-21 or other non-NGEN (e.g. Disembarked) network is not the responsibility of the Contractor. Worldwide support for deployed equipment and software to meet the service level is provided by DON. Reconfiguration for return and interface with NGEN is the responsibility of the Contractor. The unit of purchase for these service categories shall be referred to as a "seat". The Contractor shall provide two (2) non-classified user accounts for each embarkable workstation seat procured. The NGEN Contractor shall supply spares to facilitate deployed operations. The Contractor shall use as a basis for evaluation of required spares and ILS support the projected equipment as described in the PWS. Beginning in FY17, this seat service shall include a pool of spare/swappable embarkable hard drives at a ratio of 10% of the total count of CLIN x074AA orders. All HDD removed from service to EOL or damage will be disposed of in accordance with PWS 3.5.5.a.
0074AB	Embarkable Seat Uplift (<i>FY16 Only</i>)	CLIN required to be ordered with 0074AA. CLIN provides a pool of spare/swappable embarkable hard drives at a ratio of 10% of the total count of CLIN x074AA orders for FY16. All HDD removed from service to EOL or damage will be disposed of in accordance with PWS 3.5.5.a.

3. In Section J, revise Attachment 1 – Performance Work Statement as follows:

FROM:

3.3.30.3 Deployable Computing

The above 3.3.30 End User Computing Services, 3.3.30.1 Workstations (Fixed, Portable, DV, or Deployable), and 3.3.30.2 Portable Computing Services requirements apply to 3.3.30.3 Deployable Computing. Deployable computing services are provided to NGEN end users deployed to or stationed in an expeditionary or field environment and require integration of the end user device into another network.

(b)(4)

The ES Contractor shall:

- Provide, maintain, and support deployable end user devices for use in an expeditionary or field environment.
- Provide deployable end user devices that are capable of interfacing and compatible with: 1) IT-21 shipboard networks; 2) the Marine Corps Tactical Network; 3) the ONE-Net environment; and, 4) other DON and DoD networks.

- i.* Certify the NGEN Core Build for operations on the IT-21 shipboard network in accordance with Commander, United States Fleet Forces Command (USFFC) Message R 061240Z DEC ZYB, Shipboard Application Configuration Management, Control, and Enforcement.
 - ii.* Provide DON Government unit IT with system administrator rights to perform all functions required to reconfigure, operate, and maintain deployed end user devices in the embarked environment.
 - iii.* Provide support for scheduled, unscheduled, or short notice movements.
- c. Provide an automated Web based deployable tool solution to allow the unit IT specialists to choose, schedule, and execute the deployment of end user devices.
 - i.* Provide access to the tool internally and externally from NGEN.
 - ii.* Provide access to the NGEN Core Build to incorporate modifications required to maintain compatibility with NGEN and operational network environment changes.
 - iii.* Provide capability to display on the end user device when a deployable seat is either in the deployed state or scheduled to deploy.
- d. Provide email redirection, forwarding, and reimplement of full service email for deployed accounts for *.mil* and *.gov* addresses only.
 - i.* Implement and maintain the email redirection capability to securely allow individual end users and unit IT specialists to remotely start, stop, or modify their email redirection configuration.
 - ii.* Allow unit IT specialists to manage bulk-user email redirection for their command.
 - iii.* Provide email redirection remote capability that is:
 - a) Accessible from Web based tools internal or external to NGEN.
 - b) Available through the Service Desk using email, commercial telephone, and the DSN.
- e. Provide worldwide logistics support for deployed end user HW devices and SW to meet deployed personnel requirements.
 - i.* Provide remote troubleshooting via email or telephone to the NGEN Service Desk to provide the unit IT specialists with technical liaison support.
 - ii.* Coordinate with the unit IT specialists to collect and analyze equipment failure data while deployed and make recommendations for modified deployable configurations, PUKs, and logistics support strategies. (CDRL A010 – Monthly Status Report and CDRL A002 – Presentation Material)
 - iii.* Ship all replacement parts and ensure packages are marked and shipped in accordance with established Government shipping requirements to Fleet Post Office (FPO) and Army Post Office (APO) addresses.
 - iv.* Assume all costs associated with the commercial shipment of devices and spares to the deployed units. (b)(4)
- f. Provide the imaging tools to enable unit IT specialists to locally rebuild end user devices to a pre-deployment state. (b)(4)
 - i.* Provide the NGEN Core Build image with required security patches, applications, application updates, and IAVAs no sooner than 30 days prior to deployment date.
 - ii.* Provide the NGEN Core Build image, including all Core Build media and all authorized seat applications, to unit IT specialists for the rebuilding of deployable seats to a pre-deployment state.
- g. Distribute and install required NGEN patches (e.g., IAVA and IAVM) while seats are deployed.
- h. Perform automated configuration, reconfiguration, upgrades, and SW maintenance upon return to NGEN and prior to reconnection with the shore NGEN infrastructure in accordance with the pertinent IAVA.

- i.* Reconfigure deployed end user devices for return and interface with NGEN in the event that the Government IT support does not return with the unit.
 - ii.* Scan the returning deployable end user devices, if requested by the Government, to validate compatibility with the network.
- i.* Provide the capability to swap hard drives with NGEN end user device rebuilt hard drives upon return to NGEN to expedite reintegration.
- j.* Provide the capability to migrate user data from NGEN to the deployed environment and back.
- k.* Deliver Pack-up Kits (PUK) in coordination with the Government to commands for the support of deployed units at non-NGEN sites or for use across network management domains. PUKs consist of:
 - i.* Five percent whole unit and five percent hard drive of total deployed seats (fractional percentages will be rounded up to the next whole number).
 - ii.* Imaging tool to reimage any seat during deployment.
 - iii.* One copy of deployable process documentation.
 - iv.* Basic Input Output System (BIOS) password for unit IT to properly manage seats while on deployment.
 - v.* DAR CD's for troubleshooting and recovery of seats that experience DAR encryption problems for the unit IT to manage seats while on deployment.
 - vi.* Deployable related training.

TO:

3.3.30.3 Deployable Computing

The above 3.3.30 End User Computing Services, 3.3.30.1 Workstations (Fixed, Portable, DV, or Deployable), and 3.3.30.2 Portable Computing Services requirements apply to 3.3.30.3 Deployable Computing. Deployable computing services are provided to NGEN end users deployed to or stationed in an expeditionary or field environment and require integration of the end user device into another network.

(b)(4)

The ES Contractor shall:

- a.* Provide, maintain, and support deployable end user devices for use in an expeditionary or field environment.
- b.* Provide deployable end user devices that are capable of interfacing and compatible with: 1) IT-21 shipboard networks; 2) the Marine Corps Tactical Network; 3) the ONE-Net environment; and, 4) other DON and DoD networks.
 - i.* Certify the NGEN Core Build for operations on the IT-21 shipboard network in accordance with Commander, United States Fleet Forces Command (USFFC) Message R 061240Z DEC ZYB, Shipboard Application Configuration Management, Control, and Enforcement.
 - ii.* Provide DON Government unit IT with system administrator rights to perform all functions required to reconfigure, operate, and maintain deployed end user devices in the embarked environment.
 - iii.* Provide support for scheduled, unscheduled, or short notice movements.
- c.* Provide an automated Web based deployable tool solution to allow the unit IT specialists to choose, schedule, and execute the deployment of end user devices.
 - i.* Provide access to the tool internally and externally from NGEN.
 - ii.* Provide access to the NGEN Core Build to incorporate modifications required to maintain compatibility with NGEN and operational network environment changes.
 - iii.* Provide capability to display on the end user device when a deployable seat is either in the deployed state or scheduled to deploy.

- d. Provide email redirection, forwarding, and reimplementation of full service email for deployed accounts for *.mil* and *.gov* addresses only.
 - i. Implement and maintain the email redirection capability to securely allow individual end users and unit IT specialists to remotely start, stop, or modify their email redirection configuration.
 - ii. Allow unit IT specialists to manage bulk-user email redirection for their command.
 - iii. Provide email redirection remote capability that is:
 - a) Accessible from Web based tools internal or external to NGEN.
 - b) Available through the Service Desk using email, commercial telephone, and the DSN.
- e. Provide worldwide logistics support for deployed end user HW devices and SW to meet deployed personnel requirements.
 - i. Provide remote troubleshooting via email or telephone to the NGEN Service Desk to provide the unit IT specialists with technical liaison support.
 - ii. Coordinate with the unit IT specialists to collect and analyze equipment failure data while deployed and make recommendations for modified deployable configurations, PUKs, and logistics support strategies. (CDRL A010 – Monthly Status Report and CDRL A002 – Presentation Material)
 - iii. Ship all replacement parts and ensure packages are marked and shipped in accordance with established Government shipping requirements to Fleet Post Office (FPO) and Army Post Office (APO) addresses.
 - iv. Assume all costs associated with the commercial shipment of devices and spares to the deployed units. (b)(4)
- f. Provide the imaging tools to enable unit IT specialists to locally rebuild end user devices to a pre-deployment state. (b)(4)
 - i. Provide the NGEN Core Build image with required security patches, applications, application updates, and IAVAs no sooner than 30 days prior to deployment date.
 - ii. Provide the NGEN Core Build image, including all Core Build media and all authorized seat applications, to unit IT specialists for the rebuilding of deployable seats to a pre-deployment state.
- g. Distribute and install required NGEN patches (e.g., IAVA and IAVM) while seats are deployed.
- h. Perform automated configuration, reconfiguration, upgrades, and SW maintenance upon return to NGEN and prior to reconnection with the shore NGEN infrastructure in accordance with the pertinent IAVA.
 - i. Reconfigure deployed end user devices for return and interface with NGEN in the event that the Government IT support does not return with the unit.
 - ii. Scan the returning deployable end user devices, if requested by the Government, to validate compatibility with the network.
- i. Provide the capability to swap hard drives with NGEN end user device rebuilt hard drives upon return to NGEN to expedite reintegration. (b)(4)

The pool will include spare drives for all models of deployable end-user devices supported on NMCI. The service will include replenishment of the pool to accommodate normal shrinkage due to defective, end-of-life, and failed disk drives.
- j. Provide the capability to migrate user data from NGEN to the deployed environment and back.
- k. Deliver Pack-up Kits (PUK) in coordination with the Government to commands for the support of deployed units at non-NGEN sites or for use across network management domains. PUKs consist of:

- i.* Five percent whole unit and five percent hard drive of total deployed seats (fractional percentages will be rounded up to the next whole number).
- ii.* Imaging tool to reimage any seat during deployment.
- iii.* One copy of deployable process documentation.
- iv.* Basic Input Output System (BIOS) password for unit IT to properly manage seats while on deployment.
- v.* DAR CD's for troubleshooting and recovery of seats that experience DAR encryption problems for the unit IT to manage seats while on deployment.
- vi.* Deployable related training.

4. Except as provided herein, all other terms and conditions of contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J		PAGE OF PAGES 1 OF 2		
2. AMENDMENT/MODIFICATION NO. P00073		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		CODE N00039		7. ADMINISTERED BY (If other than Item 6)		CODE	
				Modify Clause G-2: 5252.201-9201 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (MAR 2006) to Add and Remove CORs from the Existing NGEN Contract			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013 10B. DATED (SEE ITEM 11) 27 June 2013	
CODE		FACILITY CODE IU305					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.212-4(c) – CHANGES (MAY 2015)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly Reavis, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

The purpose of this modification is to make the following changes to Clause G-2: 5252.201-9201 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (MAR 2006) to the existing NGEN Contract N00039-13-D-0013:

1. Remove Dr. Tammie Page as a Contracting Officer's Representative (COR) and her contact information.
2. Add Mr. Jason Moeller as a Contracting Officer's Representative (COR).

All other terms and conditions of contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

J

PAGE OF PAGES

1 OF 5

2. AMENDMENT/MODIFICATION NO. P00074	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	N00039	7. ADMINISTERED BY (If other than Item 6)	CODE
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		Revise the CLIN Description for NAVAIR Transactor Seat (0072AC) Services and Incorporate Revisions to Attachment 1 (PWS)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171			9B. DATED (SEE ITEM 11)
CODE		X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013
FACILITY CODE IU305			10B. DATED (SEE ITEM 11) 27 June 2013

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

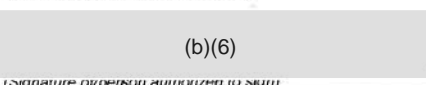
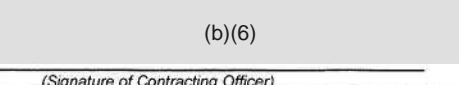
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN -

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Mary Ellen Jacobi, Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer		
15B. CONTRACTOR/OFFEROR BY  (b)(6)	15C. DATE SIGNED 13 Oct 2015	16B. UNITED STATES OF AMERICA BY  (b)(6)	16C. DATE SIGNED 10/13/2015

The purpose of this modification is to make various Option Year 2 changes to sections B and C and Attachment 1 (PWS) associated with the NAVAIR Time and Attendance Transactor Seat (CUN x072AC) services as outlined herein:

I. In Section B, revise the Supplies/Services description for CLIN x072AC, NAVAIR Time and Attendance Transactor Seat, as follows:

From:

CLIN	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2072AC	NAVAIR Time and Attendance Transactor Seat	-	Monthly	(b)(4)	
3072AC	NAVAIR Time and Attendance Transactor Seat	-	Monthly		
4072AC	NAVAIR Time and Attendance Transactor Seat	-	Monthly		

To:

CUN	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2072AC	NAVAIR Time and Attendance Transactor HW Usage Service	-	Monthly	(b)(4)	
3072AC	NAVAIR Time and Attendance Transactor HW Usage Service	-	Monthly		
4072AC	NAVAIR Time and Attendance Transactor HW Usage Service	-	Monthly		

2. Effective in contract Option Year 2, in Section C, revise the CUN description for CLIN 0072AC as follows:

From- 0072AC	NAVAIR Time and Attendance Transactor Seat	<p>This service provides a workstation seat in accordance with section 3.3.30.1 with guidance from 3.3.33 for seats in the PWS that will run the Time and Attendance application and will receive services from "Time and Attendance legacy" and "NGEN-connected" host servers. The seat shall permit a functional account to remain logged in, with no logon password required, and accommodate the use of Optional User Capabilities, Barcode Scanners. User authentication will occur within the application and not into the NGEN Active Directory infrastructure. The seat shall consist of one functional user account for each seat and an Optional User Capabilities "Barcode Scanner" shall be ordered in conjunction with this line item. This seat will be modified as follows: 1)No CAC authentication required, 2) Functional account Jogon ID and password for Active Directory authentication, 3) Automatic Active Directory logon at powerup and re-boot, 4) No screensaver password unlock required, 5) Group Policy Object-enabled restriction to Microsoft Internet Explorer, Microsoft Office, WinZip, RealPlayer, and WRQ Reflections, and 6) Auto load of the Time and Attendance application at power-up or re-boot. Standard Desktop Computer that meet or exceeds the HW Spec in Attachment J-17 (Workstation Minimum Requirements).</p>
0072AC	NAVAIR Time and Attendance Transactor HW Usage Service	<p>The Contractor shall provide unclassified Services to include the operation, maintenance, break/fix labor of all hardware (HW) including disposal, and HW and software (SW) patching, required to provide the End User Hardware maintenance as a service. Performance shall be in accordance with Section 3.3.30.1.b.vii and 3.3.30.9 with guidance from 3.3.33 for seats in the PWS that will run the Time and Attendance application and will receive services from "Time and Attendance legacy" and "NGEN-connected" host servers.</p> <p>This service requires the ordering of a Standard Desktop Computer -CLIN x070AA once the existing EUHW has been identified for tech refresh, or if a new seat is ordered. Existing EU HW means, any EUHW which was transitioned from CoSC to the NGEN contract.</p>

3. Incorporate the following changes into Attachment I, Performance Work Statement (PWS), Section 3.3.30, End User Computing Services:

Add:

3.3.30.9 NAVAIR Time and Attendance Transactor Seats

The above 3.3.30 End User Computing Services, 3.3.30.1 Workstations (Fixed, Portable, DV, or Deployable), and 3.3.30.2 Portable Computing Services requirements apply to NAVAIR Time and Attendance Transactor Seats.

The ES Contractor shall:

- a. Provide one functional user account for each workstation
- b. Configure the provided workstation as follows:
 - i. No CAC authentication required
 - ii. Functional account logon ID and password for Active Directory authentication
 - iii. Permit a functional account to remain logged in, with no logon password required
 - iv. Accommodate the use of Optional User Capabilities - Barcode Scanners
 - v. User authentication will occur within the application and not into the NGEN Active Directory infrastructure
 - vi. Automatic Active Directory logon at power-up and re-boot
 - vii. No screensaver password unlock required
 - viii. Group Policy Object-enabled restriction to:
 - a) Microsoft Internet Explorer
 - b) Microsoft Office
 - c) WinZip
 - d) RealPlayer
 - e) WRQ Reflections
 - ix. Auto load of the Time and Attendance application at power-up or re-boot

4. Incorporate the following changes into Attachment 1, Performance Work Statement (PWS), Section 3.3.3.1, Print Services:

From:

- a. Provide additional printer service in accordance with the following tiers.
 - i.* Tier 1: Full Service Print capability.
 - a) Provide printers that align with the following:
 - i.* Basic Black and White (High, Medium, and Low Capacity).
 - ii.* Basic Color (High, Medium and Low Capacity).
 - iii.* Multi-Function Printers (High, Medium and Low Capacity).

To:

- i.* Tier 1: Full Service Print capability.
 - b) Provide printers that align with the following:
 - i.* Basic Black and White (High, Medium, and Low Capacity).
 - ii.* Basic Color (High, Medium and Low Capacity).
 - iii.* Basic Black and White Multi-Function Printers (High, Medium and Low Capacity).
 - iv.* Basic Color Multi-Function Printers (High, Medium and Low Capacity).

EXCEPT AS PROVIDED HEREIN, ALL OTHER TERMS AND CONDITIONS OF CONTRACT N00039-13-D-OO 13 REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J		PAGE OF PAGES 1 OF 4		
2. AMENDMENT/MODIFICATION NO. P00075		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		N00039		7. ADMINISTERED BY (If other than Item 6)		CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil				Add Wireless Network Interface Card (NIC) Removal, Storage, & Installation Services (CLIN x062)			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				(X)		9A. AMENDMENT OF SOLICITATION NO.	
				X		9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013 10B. DATED (SEE ITEM 11) 27 June 2013	
CODE		FACILITY CODE IU305					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended.							
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) NOT APPLICABLE							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
(X) C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: MUTAL AGREEMENT OF BOTH PARTIES							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return (See Note below) copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).							
-SEE HEREIN-							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
Brian Stevens, Legal/Contracts				CDR Gregory Lask, Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
BY (b)(6) (Signature of person authorized to sign)		15OCT2015		BY (b)(6) (Signature of Contracting Officer)		Date: 15 Oct 2015	
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE				30-105		STANDARD FORM 30 (REV. 10-83) FAR (48 CFR) 53.243	

The purpose of this modification is to add “WLAN Wireless Network Interface Card (NIC) Removal/Installation” services to sections B and C (Option Year 2 through Option Year 4).

1. In Section B, add CLINs as follows:

2062BA	WLAN – Remove Wireless NIC (Staging Environment)	TXS	Each	(b)(4)	-
3062BA	WLAN – Remove Wireless NIC (Staging Environment)	TXS	Each		-
4062BA	WLAN – Remove Wireless NIC (Staging Environment)	TXS	Each		-
2062BB	WLAN – Remove Wireless NIC (Field Environment)	TXS	Each	(b)(4)	-
3062BB	WLAN – Remove Wireless NIC (Field Environment)	TXS	Each		-
4062BB	WLAN – Remove Wireless NIC (Field Environment)	TXS	Each		-
2062BC	WLAN – Reinstall Wireless NIC (Field Environment)	TXS	Each	(b)(4)	-
3062BC	WLAN – Reinstall Wireless NIC (Field Environment)	TXS	Each		-
4062BC	WLAN – Reinstall Wireless NIC (Field Environment)	TXS	Each		-

2. In Section C, add the CLIN description as follows (Option Year 2 through Option Year 4):

0062BA	TXS	WLAN – Remove Wireless NIC (Staging Environment)	<p>This service removes the Federal Information Processing Standard (FIPS) compliant internal wireless Network Interface Cards (NICs) on NIPR portable/laptop seats during staging (i.e. CLIN x070).</p> <p>The Contractor shall remove the FIPS compliant internal wireless NIC and disable the FIPS compliant wireless drivers, NMCI wireless profile, and other required software during the staging process of a NIPR portable/laptop seat.</p>
0062BB	TXS	WLAN – Remove Wireless NIC (Field Environment)	<p>This service is for currently deployed NIPR portable/laptop seats (i.e. CLIN x070 and x071).</p> <p>The Contractor shall remove the FIPS compliant internal wireless NIC and disable the FIPS compliant wireless drivers, NMCI wireless profile on a deployed NIPR portable/laptop seat service.</p>
0062BC	TXS	WLAN – Reinstall Wireless NIC (Field Environment)	<p>This service is for currently deployed NIPR portable/laptop seats (i.e. CLIN x070 and x071).</p> <p>The Contractor shall reinstall the FIPS compliant internal wireless NIC and enable the FIPS compliant wireless drivers, NMCI wireless profile on a deployed NIPR portable/laptop seat service.</p> <p>The Contractor shall provide WLAN services, in accordance with Section 3.3.30.2.b and 3.3.30.2.c of the PWS, by enabling the embedded internal wireless NICs and installing/verifying the associated software drivers.</p>

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J		PAGE OF PAGES 1 OF 2		
2. AMENDMENT/MODIFICATION NO. P00076		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		CODE N00039		7. ADMINISTERED BY (If other than Item 6)		CODE	
				Modify the DFARS Clause 252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013) in Section I-1(b): 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) in the Existing NGEN Contract			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013	
						10B. DATED (SEE ITEM 11) 27 June 2013	
CODE		FACILITY CODE IU305					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.212-4(c) – CHANGES (MAY 2015)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Jonathan Dantzler, Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly Reavis, Contracting Officer	
15B. CONTRACTOR/OFFEROR BY _____ <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ <small>(Signature of Contracting Officer)</small>	16C. DATE SIGNED

The purpose of this modification is to make the following change:

Modify the Defense Federal Acquisition Regulation Supplement (DFARS) Clause: 252.204-7012 reference in the existing NGEN contract N00039-13-D-0013 in Section I-1 (b): CLAUSES INCORPORATED BY REFERENCE as follows:

Replace "SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)" with "SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (SEP 2015)."

All other terms and conditions of contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J		PAGE OF PAGES 1 OF 2	
2. AMENDMENT/MODIFICATION NO. P00077		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	
N00039					
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		Add CLIN x006AT (6AS Site Survey Travel) to Sections B and C.			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)		(X)		9A. AMENDMENT OF SOLICITATION NO.	
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE IU305		10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013	
		X		10B. DATED (SEE ITEM 11) 27 June 2013	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN FOR REMAINDER OF MODIFICATION-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Walter R. Leavy, HPES Legal/Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CDR Gregory R. Lask, SC, USN	
15B. CONTRACTOR/OFFEROR BY (b)(6) (Signature of person authorized to sign)	15C. DATE SIGNED 10/27/15	16B. UNITED STATES OF AMERICA BY (b)(6) (Signature of Contracting Officer)	16C. DATE SIGNED 03 Nov 2015

The purpose of this modification is to add a Site Survey Travel CLIN to Section B and Section C per SPAWAR-9999-2016-NG1592. The Site Survey Travel CLIN supports CLIN 6AS site surveys.

1. In TXS Section B, add 'Site Survey Travel for 6AS (Block of 25 Trips)' as follows:

CLIN	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
2006AT	'Site Survey Travel for 6AS (Block of 25 Trips)'	-	Each	(b)(4)	-
3006AT	'Site Survey Travel for 6AS (Block of 25 Trips)'	-	Each		-
4006AT	'Site Survey Travel for 6AS (Block of 25 Trips)'	-	Each		-

2. In TXS Section C, add the CLIN description as follows:

CLIN	Supplies/Services	Description
0006AT	'Site Survey Travel for 6AS (Block of 25 Trips)'	<p>CLIN 6AT provides travel in support of Site Survey CLIN x006AS. CLIN 6AT provides a block of 25 trips necessary to complete 6AS site surveys, including remote sites anywhere in the Continental United States (CONUS) and Hawaii.</p> <ul style="list-style-type: none"> • CLIN 6AT is firm-fixed-price (FFP) for 25 trips to any CONUS and Hawaii remote location with either Classified or Unclassified NMCI service requirements. • The Contractor shall monitor travel so that individual trips can be tracked and accounted for individually. • The Contractor shall notify the Government in writing when 5 trips remain to ensure the Government has sufficient time to evaluate future requirements and place additional orders for this service. • The Government may, at any time, request status on the number of trips used to-date. • The CLIN Price will be evaluated and updated annually, based on the previous year's travel actuals.

3. Except as provided herein, all other terms and conditions of contract N00039-13-D-0013 remain unchanged and are in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 OF 2
2. AMENDMENT/MODIFICATION NO. P00078	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil	CODE N00039	7. ADMINISTERED BY (If other than Item 6) CODE Incorporate FAR Clauses 52.216-23, 52.216-24, and 52.216-25 in Section I-1 (b), 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) in the Existing NGEN Contract		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013	
			10B. DATED (SEE ITEM 11) 27 June 2013	
CODE	FACILITY CODE IU305			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.212-4(c) – CHANGES (MAY 2015)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CDR Gregory R. Lask, SC, USN, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA LASK.GREGORY.ROBE (b)(6)	16C. DATE SIGNED 05 Nov 2015
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

The purpose of this modification is to make the following changes to the existing NGEN Contract N00039-13-D-0013 in Section I-1 (b), 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

Incorporate by reference the following FAR Clauses, which require inserted information and may also require alternate verbiage:

1. FAR 52.216-23 -- Execution and Commencement of Work (Apr 1984)
2. FAR 52.216-24 -- Limitation of Government Liability (Apr 1984)
3. FAR 52.216-25 -- Contract Definitization (Oct 2010) to include Alternate I (Apr 1984)

The specific information required to be inserted into each clause will be completed with each undefinitized Task Order.

All other terms and conditions of contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 OF 2
2. AMENDMENT/MODIFICATION NO. P00079		3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE		N00039	7. ADMINISTERED BY (If other than Item 6) CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		Definitize a Portion of the CLIN 0090 (Tech Refresh Material Pricing (Option Year2)): TRP2_0021		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				9B. DATED (SEE ITEM 11)
CODE			X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013
FACILITY CODE IU305				10B. DATED (SEE ITEM 11) 27 June 2013

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)


E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Walter R. Leavy, Legal/Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/OFFEROR BY  (b)(6)	15C. DATE SIGNED 11/17/15	16B. UNITED STATES OF AMERICA BY _____	16C. DATE SIGNED 11/17/2015
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

The purpose of this modification is to 1) definitize a portion of the Option Year 2 CLIN 2090 (Tech Refresh Material) pricing and 2) to clarify a mathematical error noted in P00069. Refer to P00012, P00025, P00030, P00038, P00046, P00048, P00053, P00055, P00062, P00065, P00067, and P00069 for previous CLIN x090 definitizations.

1. In Section B, revise the following CLIN 2090 value as a result of definitizing a portion of the “Not-to-Exceed” pricing for CLIN 2090AA (b)(4)

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

(2090AA as established in P00067)

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

2. In section B, establish the following CLIN that definitizes a portion of the “Not-to-Exceed” pricing during Option Year2:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AC	TXS	Tech Refresh Material (TXS) – (TRP2_0021)	-	EA	(b)(4)	-

3. In Section C, establish the following CLIN that definitizes a portion of the “Not-to-Exceed” pricing:

CLIN	ES/TXS	Supplies/Services	Description
2090AC	TXS	Tech Refresh Material (TXS) – (TRP2_0021)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16. This CLIN covers the purchase of TRP2_0021 equipment.

4. The following clarifies the math noted in P00069, paragraph 1 (“Option Year1 Ceiling Increase” table). The number (b)(4) should have read “(b)(4)” as noted in the table below. Aside from this clarification, no contract changes/corrections are necessary.

Option Year1 Ceiling Increase

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AB	ES	Enterprise Services (ES)	-	LOT	(b)(4)	-

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J	PAGE OF PAGES 1 OF 2
2. AMENDMENT/MODIFICATION NO. P00080	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	N00039	7. ADMINISTERED BY (If other than Item 6) CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		Modify Table 3.3-6: Average End User Network Storage Requirements in Attachment 01, Performance Work Statement (PWS) of the Existing NGEN Contract	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013
CODE			10B. DATED (SEE ITEM 11) 27 June 2013
FACILITY CODE IU305			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.212-4(c) – CHANGES (MAY 2015)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Jonathan Dantzler, Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly Reavis, Contracting Officer	
15B. CONTRACTOR OFFEROR BY (b)(6)	15C. DATE SIGNED 12-9-15	16B. UNITED STATES OF AMERICA BY (b)(6)	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

The purpose of this modification is to modify Table 3.3-6 in Attachment 01 - Performance Work Statement (PWS) in the existing NGEN Contract N00039-13-D-0013.

Revise the requirement columns in Table 3.3-6: Average End User Network Storage Requirements in the PWS to increase the Primary Mailbox Storage, remove the Archive Mailbox Storage, and change 'Command' to 'Claimant' in Public Folders.

FROM: (Original)

Table 33-6: Average End User Network Storage Requirements

	Personal File Storage	Primary Mailbox Storage	Archive Mailbox Storage	Command Storage	Records Management	DV End Users Only	Public Folders
VIP	10 GB/User	1 GB/User	10 GB/User	2 GB/User	2 GB/User	30 GB/User	1 TB / Command
MOC	10 GB/User	750 MB/User	6 GB/User	2 GB/User	2 GB/User	30 GB/User	1 TB / Command
Business	5 GB/User	500 MB/User	4 GB/User	2 GB/User	2 GB/User	30 GB/User	1 TB / Command

TO: (Revised)

Table 33-6: Average End User Network Storage Requirements

	Personal File Storage	Primary Mailbox Storage		Command Storage	Records Management	DV End Users Only	Public Folders
VIP	10 GB/User	10 GB/User		2 GB/User	2 GB/User	30 GB/User	1 TB / Claimant
MOC	10 GB/User	6 GB/User		2 GB/User	2 GB/User	30 GB/User	1 TB / Claimant
Business	5 GB/User	2 GB/User		2 GB/User	2 GB/User	30 GB/User	1 TB / Claimant

All other terms and conditions of contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 OF 2
2. AMENDMENT/MODIFICATION NO. P00081		3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE		N00039	7. ADMINISTERED BY (If other than Item 6) CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil			Definitize a Portion of the CLIN 0090 (Tech Refresh Material Pricing (Option Year2)): TRP3_0040	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				9B. DATED (SEE ITEM 11)
CODE			X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013
FACILITY CODE IU305				10B. DATED (SEE ITEM 11) 27 June 2013

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

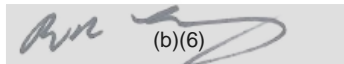
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Walter R. Leavy, Legal/Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY  (b)(6)	12/21/15	BY _____	12/21/2015
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

The purpose of this modification is to definitize a portion of the Option Year2 CLIN 2090 (Tech Refresh Material) pricing. Refer to P00012, P00025, P00030, P00038, P00046, P00048, P00053, P00055, P00062, P00065, P00067, P00069 and P00079 for previous CLIN x090 definitizations. Refer to RAPT request PMNMCI-9999-2016-NG1716 for all requirement documentation.

1. In Section B, revise the following CLIN 2090 value as a result of definitizing a portion of the “Not-to-Exceed” pricing for CLIN 2090AB (b)(4).

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AB	ES	Enterprise Services (ES)	-	LOT	(b)(4)	-

As established under contract modification N00039-13-D-0013_P00069

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AB	ES	Enterprise Services (ES)	-	LOT	(b)(4)	-

2. In section B, establish the following CLIN that definitizes a portion of the “Not-to-Exceed” pricing during Option Year2:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AD	ES	Enterprise Services (ES) – (TRP3_0040)	-	EA	(b)(4)	-

3. In Section C, establish the following CLIN that definitizes a portion of the “Not-to-Exceed” pricing:

CLIN	ES/TXS	Supplies/Services	Description
2090AD	ES	Enterprise Services (ES) – (TRP3_0040)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.</p> <p>This CLIN covers the purchase of TRP3_0040 equipment.</p>

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J		PAGE OF PAGES 1 OF 6	
2. AMENDMENT/MODIFICATION NO. P00082		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	
N00039					
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		Incorporate Changes to USMC CLINs 0003 and 0004 (Option Year 2 only) and Attachments J-19 and J-20 (Introduce J-19C and J-20C).			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)		(X)		9A. AMENDMENT OF SOLICITATION NO.	
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE IU305		10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013 10B. DATED (SEE ITEM 11) 27 June 2013	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return (See Note below) copies to the issuing office.	

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Jonathan Dantzler, NGEN Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/OFFEROR BY (b)(6) (Signature of person authorized to sign)	15C. DATE SIGNED 12/23/15	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 12/23/2015

The purpose of this modification is to modify CLINs 0003 and 0004 (Option Year 2 Only) Sections B, and C, and to update contract Attachments J-19 and J-20. See paragraphs below for specific changes:

1. Under Contract section B (Supplies or Services and Prices/Costs) the following CLINs are revised:

- a. CLIN 2003AA unit price is hereby (b)(4)
- b. CLIN 2003AB unit price is hereby (b)(4)
- c. CLIN 2003AC unit price is hereby (b)(4) (b)(b)(4)
- d. CLIN 2003AD unit price is hereby (b)(4)
- e. CLIN 2003AE unit price is hereby (b)(4)
- f. CLIN 2003AF unit price is hereby (b)(4)
- g. CLIN 2003AG unit price is hereby (b)(4)
- h. CLIN 2003AH unit price is hereby (b)(4)
- i. CLIN 2003AJ unit price is hereby (b)(4)
- j. CLIN 2003AK unit price is hereby (b)(4)
- k. CLIN 2004AA unit price is hereby (b)(4)
- l. CLIN 2004AB unit price is hereby (b)(4)
- m. CLIN 2004AC unit price is hereby (b)(4)
- n. CLIN 2004AD unit price is hereby (b)(4)
- o. CLIN 2004AE unit price is hereby (b)(4)
- p. CLIN 2004AF unit price is hereby (b)(4)
- q. CLIN 2004AG unit price is hereby (b)(4)
- r. CLIN 2004AH unit price is hereby (b)(4)
- s. CLIN 2004AJ unit price is hereby (b)(4)
- t. CLIN 2004AK unit price is hereby (b)(4)

2. Under Contract Section C-1 (Compliance With Specification) the following CLIN description are revised (last sentence only):

- a. CLIN 0003AA Description is revised from “In accordance with attachment J-19 (USMC TXS CLIN Definitions), J-19A(USMC TXS CLIN Definitions) –Base Year only, and J-19B (USMC TXS CLIN Definitions)—Option Year1 only” to “In accordance with attachment J-19 (USMC TXS CLIN Definitions), J-19A(USMC TXS CLIN Definitions) –Base Year only, J-19B (USMC TXS CLIN Definitions)—Option Year1 only, and J-19C (USMC TXS CLIN Definitions)—Option Year2 Only.”
- b. CLIN 0003AB Description is revised from “In accordance with attachment J-19 (USMC TXS CLIN Definitions), J-19A(USMC TXS CLIN Definitions) –Base Year only, and J-19B (USMC TXS CLIN Definitions)—Option Year1 only” to “In accordance with attachment J-19 (USMC TXS CLIN Definitions), J-19A(USMC TXS CLIN Definitions) –Base Year only, J-19B (USMC TXS CLIN Definitions)—Option Year1 only and J-19C (USMC TXS CLIN Definitions)—Option Year2 Only.”
- c. CLIN 0003AC Description is revised from “In accordance with attachment J-19 (USMC TXS CLIN Definitions), J-19A(USMC TXS CLIN Definitions) –Base Year only, and J-19B (USMC TXS CLIN Definitions)—Option Year1 only” to “In accordance with attachment J-19 (USMC TXS CLIN Definitions), J-19A(USMC TXS CLIN Definitions) –Base Year only, J-19B (USMC TXS CLIN Definitions)—Option Year1 only, and J-19C (USMC TXS CLIN Definitions)—Option Year2 Only.”

- [illegible]

- [illegible]

- r. CLIN 0004AH Description is revised from “In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, and J-20B (USMC ES CLIN Definitions)—Option Year1 only” to “In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, J-20B (USMC ES CLIN Definitions)—Option Year1 only, and J-20C (USMC ES CLIN Definitions)—Option Year2 Only.”
- s. CLIN 0004AJ Description is revised from “In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, and J-20B (USMC ES CLIN Definitions)—Option Year1 only” to “In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, J-20B (USMC ES CLIN Definitions)—Option Year1 only, and J-20C (USMC ES CLIN Definitions)—Option Year2 Only.”
- t. CLIN 0004AK Description is revised from “In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, and J-20B (USMC ES CLIN Definitions)—Option Year1 only” to “In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, J-20B (USMC ES CLIN Definitions)—Option Year1 only, and J-20C (USMC ES CLIN Definitions)—Option Year2 Only.”
- u. CLIN 0004AL Description is revised from “In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, and J-20B (USMC ES CLIN Definitions)—Option Year1 only” to “In accordance with attachment J-20 (USMC ES CLIN Definitions).”
- v. CLIN 0004AM Description is revised from “In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, and J-20B (USMC ES CLIN Definitions)—Option Year1 only” to “In accordance with attachment J-20 (USMC ES CLIN Definitions).”
- w. CLIN 0004AN Description is revised from “In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, and J-19B (USMC ES CLIN Definitions)—Option Year1 only” to “In accordance with attachment J-20 (USMC ES CLIN Definitions).”

3. Under Contract Section J: List of Attachments, the following changes are made:

- a. Attachment 19 – USMC TXS CLIN Definitions: Title Page Tab, date is updated to 21 December 2015; Instructions Tab, Option Year2 TXS pricing for CLINs 0003AA through 0003AK is deleted.
- b. Attachment 20 – USMC ES CLIN Definitions: Title Page Tab, date is updated to 21 December 2015; Instructions Tab, Option Year2 ES pricing for CLINs 0004AA through 0004AK is deleted.

4. Under Contract Section J: List of Attachments, the following attachments are incorporated as attachment to this contract
 - a. Attch 19C USMC TXS CLIN Definitions N00039-13-D-0013 Final 21Dec2015
 - b. Attch 20C USMC ES CLIN Definitions N00039-13-D-0013 Final 21Dec2015

Except as provided herein, all other terms and conditions of Contract N00039-13D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J		PAGE OF PAGES 1 OF 3		
2. AMENDMENT/MODIFICATION NO. P00083		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		N00039		7. ADMINISTERED BY (If other than Item 6)		CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil				Definitize a Portion of the CLIN 0090 (Tech Refresh Material Pricing (Option Year2)): TRP3s_0079, 0057, and 0063			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013 10B. DATED (SEE ITEM 11) 27 June 2013	
CODE		FACILITY CODE IU305					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)


E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Walter R. Leavy, Legal/Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/OFFEROR BY  (b)(6) (Signature of person authorized to sign)	15C. DATE SIGNED 1/6/16	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 1/6/2016

The purpose of this modification is to 1) definitize a portion of the Option Year2 CLIN 2090 (Tech Refresh Material) pricing. Refer to P00012, P00025, P00030, P00038, P00046, P00048, P00053, P00055, P00062, P00065, P00067, P00069, P00079 and P00081 for previous CLIN x090 definitizations. Refer to RAPT requests PMNMC1-9999-2016-NG1758, NG1769, and NG1790 for all requirement documentation.

1. In Section B, revise the following CLIN 0090 values as a result of definitizing a portion of the “Not-to-Exceed” pricing for CLIN 2090AA (b)(4), and for CLIN 2090AB (b)(4)

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-
2090AB	ES	Enterprise Services (ES)	-	LOT	(b)(4)	-

As established under contract modifications N00039-13-D-0013_P00069 (2090AA) and P00081 (2090AB)

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-
2090AB	ES	Enterprise Services (ES)	-	LOT	(b)(4)	-

2. In section B, establish the following CLIN that definitizes a portion of the “Not-to-Exceed” pricing during Option Year2:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AE	TXS	Tech Refresh Material (TXS) – (TRP3 0079)	-	EA	(b)(4)	-
2090AF	ES	Tech Refresh Material (ES) – (TRP3 0063)	-	EA	(b)(4)	-
2090AG	TXS	Tech Refresh Material (TXS) – (TRP3 0057)	-	EA	(b)(4)	-

3. In Section C, establish the following CLIN that definitizes a portion of the “Not-to-Exceed” pricing:

CLIN	ES/TXS	Supplies/Services	Description
2090AE	TXS	Tech Refresh Material (TXS) – (TRP3_0079)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.</p> <p>This CLIN covers the purchase of (TRP3_0079) equipment.</p>
2090AF	ES	Tech Refresh Material (ES) – (TRP3_0063)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.</p> <p>This CLIN covers the purchase of (TRP3_0063) equipment.</p>
2090AG	TXS	Tech Refresh Material (TXS) – (TRP3_0057)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.</p> <p>This CLIN covers the purchase of (TRP3_0057) equipment.</p>

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J		PAGE OF PAGES 1 OF 2		
2. AMENDMENT/MODIFICATION NO. P00084		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		N00039		7. ADMINISTERED BY (If other than Item 6)		CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil				Incorporate Changes to USMC SLINs 0003AJ, 0004AA and 0004AJ (Option Year 2 only) and Attachments J-19C and J-20C			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO.	
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171						9B. DATED (SEE ITEM 11)	
CODE				FACILITY CODE IU305		10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013 10B. DATED (SEE ITEM 11) 27 June 2013	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return (See Note below) copies to the issuing office.	

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Dan Iannone, Director, Federal Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/OFFEROR (b)(6) BY _____ (Signature of person authorized to sign)	15C. DATE SIGNED 1/27/2016	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 1/27/2016

The purpose of this modification is to modify Sub-Contract Line Item Numbers (SLINs) 0003AJ, 0004AA, and 0004AJ (Option Year 2 Only) Sections B and to update contract Attachments J-19C and J-20C, which were introduced under contract modification P00082. See paragraphs below for specific changes:

1. Under Contract section B (Supplies or Services and Prices/Costs) the following CLINs are revised:
 - a. CLIN 2003AJ unit price is hereby (b)(4)
 - b. CLIN 2004AA unit price is hereby (b)(4)
 - c. CLIN 2004AJ unit price is hereby (b)(4)
2. Under Contract Section J: List of Attachments, the following changes are made:
 - a. Attachment 19C – USMC TXS CLIN Definitions: Title Page Tab, date is updated from 21 December 2015 to 26 January 2016; Instructions Tab, Option Year2 SLIN 0003AJ price has been updated from (b)(4) ; and TXS Services Tab, incorporate various labor hour/rate changes within the CLIN 0003AJ section.
 - b. Attachment 20C – USMC ES CLIN Definitions: Title Page Tab, date is updated from 21 December 2015 to 26 January 2016.
 - c. Attachment 20C – Instructions Tab, Option Year2 SLIN 0004AA price has been updated from (b)(4) ; and ES Services Tab, incorporate various labor hour/rate changes within the CLIN 0004AA section.
 - d. Attachment 20C –Instructions Tab, Option Year2 SLIN 0004AJ price has been updated from (b)(4) ; and ES Services Tab, incorporate various labor hour/rate changes within the CLIN 0004AA section.

Except as provided herein, all other terms and conditions of Contract N00039-13D-0013 remain unchanged and in full force and effect.

2. AMENDMENT/MODIFICATION NO. P00085		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navv.mil		CODE N00039		7. ADMINISTERED BY (If other than tam 6) CODE Modify Report 500 in Attachment 13- NGEN Service Level Requirements (SLR) Metrics and Section 3.2.3 in Attachment 01, Performance Work Statement (PWS) of the Existing NGEN Contract.			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				U & _		9A. AMENDMENT OF SOLICITATION NO.	
						98. DATED (SEE ITEM 11)	
CODE				FACILITY CODE U305		10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013	
				X		108. DATED (SEE ITEM 11) 27 June 2013	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. By virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and the amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
NOT APPLICABLE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. N ITEM 10A.
<input type="checkbox"/>	FAR CLAUSE 52.212-4(c) - CHANGES (MAY 2015)
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THE SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

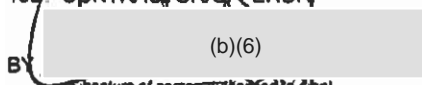
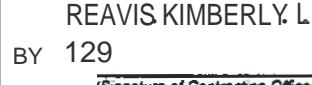
E. IMPORTANT: Contractor ☒ is not, ☒ is required to sign this document and return (See Note below) copies to the Issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Jonathan Dantzler, Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly Reavis, Contracting Officer	
15B. CONTRACTOR OFFICER (b)(6)		16B. UNITED STATES OF AMERICA REAVIS KIMBERLY L.	
15C. DATE SIGNED 1-29-16		18C. DATE SIGNED (b)(6)	
BY  (Signature of person authorized to sign)		BY 129  (Signature of Contracting Officer)	

The purpose of this modification is to modify the following verbiage in the existing NGEN Contract N00039-13-D-0013:

- Modify the Service Level Requirement (SLR) language in 'Report 500' with the title, 'Order to Delivery Responsiveness' of Attachment 13 - NGEN SLR Metrics, the third bullet point on page 16. The 'New End User Hardware Delivery' language should apply to both CONUS and Hawaii as follows:

FROM: (Original)

1. New End User Hardware (for ES contractor and wall jack for TXS Contractor)

Criteria: Measure the responsiveness to end-user hardware Order to Delivery requirements for those orders that meet the criteria below:

- New End-User Hardware applies to desktops and laptops with monitor, keyboard, mouse, and docking station
- Core build software and required applications will be loaded
- Applies only to CONUS
- [...]

TO: (Revised)

1. New End User Hardware (for ES contractor and wall jack for TXS Contractor)

Criteria: Measure the responsiveness to end-user hardware Order to Delivery requirements for those orders that meet the criteria below:

- New End-User Hardware applies to desktops and laptops with monitor, keyboard, mouse, and docking station (*Hardware provided via the Seat Refresh process is excluded*)
- Core build software and required applications will be loaded
- Applies to CONUS and Hawaii
- [...]

- Modify language in bullet point 'd' in Section 3.2.3 'Performance Management' on page 42 of Attachment 01 - Performance Work Statement (PWS). The 'Performance Management' section now includes language regarding SLR performance as follows:

FROM: (Original)

The Contractors shall collaborate with each other and other service providers to provide the common services described below.

For the assigned services and systems, the Contractors shall:

- a. Provide personnel, tools, and processes to monitor, manage, and regulate performance and security and continuously optimize performance.
- b. Capture and convert information from assigned components and systems to generate the performance measurements required by the NGEN Service Level Requirements document, listed as Attachment 13 in Section J of the contract.

- c. Enter SLR information provided in the NGEN Service Level Requirements document, listed as Attachment 13 in Section J of the contract, into the NGEN performance management systems.
- d. Generate an incident ticket when any metric operates outside of thresholds.
- e. [...]

TO: (Revised)

The Contractors shall collaborate with each other and other service providers to provide the common services described below.

For the assigned services and systems, the Contractors shall:

- a. Provide personnel, tools, and processes to monitor, manage, and regulate performance and security and continuously optimize performance.
- b. Capture and convert information from assigned components and systems to generate the performance measurements required by the NGEN Service Level Requirements document, listed as Attachment 13 in Section J of the contract.
- c. Enter SLR information provided in the NGEN Service Level Requirements document, listed as Attachment 13 in Section J of the contract, into the NGEN performance management systems.
- d. Provide month-to-date service level requirement performance reports and discuss month-end failure risk with Government twice per month.

All other terms and conditions of contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J		PAGE OF PAGES 1 OF 3		
2. AMENDMENT/MODIFICATION NO. P00086		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		CODE N00039		7. ADMINISTERED BY (If other than Item 6)			CODE
				Definitize a Portion of the CLIN 0090 (Tech Refresh Material Pricing (Option Year2)): TRP3s_0017, 0018, and 0071			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				(X)			9A. AMENDMENT OF SOLICITATION NO.
							9B. DATED (SEE ITEM 11)
				X			10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013
10B. DATED (SEE ITEM 11) 27 June 2013							
CODE		FACILITY CODE IU305					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

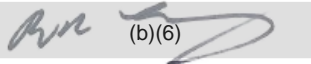
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Walter R. Leavy, Legal/Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 2/17/16	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 2/17/2016
BY  (b)(6) (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

The purpose of this modification is to 1) definitize a portion of the Option Year2 CLIN 2090 (Tech Refresh Material) pricing. Refer to P00012, P00025, P00030, P00038, P00046, P00048, P00053, P00055, P00062, P00065, P00067, P00069, P00079, P00081, and P00083 for previous CLIN x090 definitizations. Refer to RAPT requests PMNMCI-9999-2016-NG1874, NG1865, and NG1805 for all requirement documentation.

1. In Section B, revise the following CLIN 0090 values as a result of definitizing a portion of the “Not-to-Exceed” pricing for CLIN 2090AA (b)(4), and for CLIN 2090AB (b)(4)

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-
2090AB	ES	Enterprise Services (ES)	-	LOT	(b)(4)	-

As established under contract modifications N00039-13-D-0013_P00083 (2090AA and 2090AB)

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-
2090AB	ES	Enterprise Services (ES)	-	LOT	(b)(4)	-

2. In section B, establish the following CLIN that definitizes a portion of the “Not-to-Exceed” pricing during Option Year2:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AH	TXS	Tech Refresh Material (TXS) – (TRP3 0017)	-	EA	(b)(4)	-
2090AJ	ES	Tech Refresh Material (ES) – (TRP3 0017)	-	EA	(b)(4)	-
2090AK	TXS	Tech Refresh Material (TXS) – (TRP3 0018)	-	EA	(b)(4)	-
2090AL	ES	Tech Refresh Material (ES) – (TRP3 0071)	-	EA	(b)(4)	-

3. In Section C, establish the following CLIN that definitizes a portion of the “Not-to-Exceed” pricing:

CLIN	ES/TXS	Supplies/Services	Description
2090AH	TXS	Tech Refresh Material (TXS) – (TRP3_0017)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.</p> <p>This CLIN covers the purchase of (TRP3_0017) equipment.</p>
2090AJ	ES	Tech Refresh Material (ES) – (TRP3_0017)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.</p> <p>This CLIN covers the purchase of (TRP3_0017) equipment.</p>
2090AK	TXS	Tech Refresh Material (TXS) – (TRP3_0018)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.</p> <p>This CLIN covers the purchase of (TRP3_0018) equipment.</p>
2090AL	ES	Tech Refresh Material (ES) – (TRP3_0071)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.</p> <p>This CLIN covers the purchase of (TRP3_0071) equipment.</p>

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

J

PAGE OF PAGES

1 OF 3

2. AMENDMENT/MODIFICATION NO. P00087	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	N00039	7. ADMINISTERED BY (If other than Item 6)	CODE
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		Add NRC MRI Seats (CLIN x070AN and x072AN) Ref:RAPT#BUPERS-5000-2015-NG0552 MOD1	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171			9B. DATED (SEE ITEM 11)
CODE		X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013
FACILITY CODE IU305			10B. DATED (SEE ITEM 11) 27 June 2013

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)


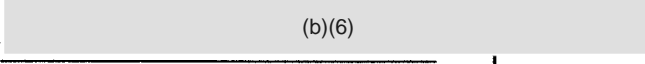
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Glen Shuart, Legal/Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kim Reavis, Contracting Officer	
15B. CONTRACTOR/OFFEROR BY  (b)(6) (Signature of person authorized to sign)	15C. DATE SIGNED 2/18/2016	16B. UNITED STATES OF AMERICA BY  (b)(6) (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)
FAR (48 CFR) 53.243

The purpose of this modification is to add "Recruiter Seats" services to sections B and C (Option Year 2 through Option Year 4). Specifically, the following changes are required.

1. In Section B, add CLINs as follows:

2070AN	Navy Recruiting Command Mobile Computing Solution Convertible Tablet	-	(b)(4)	-
3070AN	Navy Recruiting Command Mobile Computing Solution Convertible Tablet	-	(b)(4)	-
4070AN	Navy Recruiting Command Mobile Computing Solution Convertible Tablet	-	(b)(4)	-
2072AN	Navy Recruiting Command Mobile Computing Solution Seat Suooort Services	-	(b)(4)	-
3072AN	Navy Recruiting Command Mobile Computing Solution Seat Suooort Services	-	(b)(4)	-
4072AN	Navy Recruiting Command Mobile Computing Solution Seat Suooort Services	-	(b)(4)	-

2. In Section C, add the CUN descriptions as follows | Option Year 2 thruQh Option Year 4):

0070AN	ES	Navy Recruiting Command Mobile Computing Solution Convertible Tablet	Convertible Tablet form factor CPU that meets the requirements of Section 3.3.30 (with the exception of 3.3.30.1.b.vii) in the PWS that meet the HW Spec in Attachment J-17 "Workstation Minimum Requirements": 1.1. Fujitsu STYLISTIC Q775 Advanced Hybrid Tablet PC 1.2. 13.3", FHD; LED backlight, Anti-glare LCD with wide viewing angles, FHD, 1920 x 1080, Dual Digitizer (Touchscreen and Active Stylus pen input) 1.3. 5th Generation Intel® Core™ i5-5300U vPro™ Processor, 3M, Up to 2.9 GHz with Turbo Boost Technology 1.4. Intel® HD 5500 Graphics 1.5. 128GB Solid State Drive 1.6. 8GB RAM, 1600 MHz, DDR3L 1.7. Non-battery Keyboard Docking Station: HDMI port, three USB 3.0 ports, one Ethernet RJ-45 port, VGA port, and AC Adapter 1.8. External USB DVD/RW Drive (TAA Compliant) 1.9. Microsoft Windows 8.1 64-bit 1.10. Intel® Dual Band Wireless-AC 7265 802.11AC/A/B/G/N, Bluetooth® V4.0 1.11. Front Camera: FHD Webcam and rear 5MP Webcam with Autofocus and LED
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			<p>Light</p> <p>1.12. micro-HOMI, 1 X USS 2.0; 1 X USS 3.0, Micro SD Slot</p> <p>1.13. micro-HDMI-to-VGA Dongle</p> <p>1.14. TPU Cover/Hand Strap Combo</p>
0072AN	ES	Navy Recruiting Command Mobile Computing Solution Seat Support Services	<p>The Contractor shall provide the following unclassified Services for the Navy Recruiting Command Mobile Computing Solution: 1) On-going device support in accordance with PWS Section 3.3.30.5 a, b and c; 2) Device management support in accordance with PWS Section 3.3.30.5 d, e and f. Section 3.3.30.5 g does not apply to the Navy Recruiting Command Mobile Computing Solution Device:</p>

3. Replace Attachment J-17 "Workstation Minimum Requirements" with the attached J-17 "Workstation Minimum Requirements" dated 18 February 2016.
4. Timing of seat delivery shall be in accordance with the proposed schedule (See RAPT SUPERS-5000-2015-NG0552 Mod 1), assuming compliance with all defined caveats (i.e. timing of order; Certification of hardware; etc.).

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J		PAGE OF PAGES 1 OF 3		
2. AMENDMENT/MODIFICATION NO. P00088		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		N00039		7. ADMINISTERED BY (If other than Item 6)		CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil				Definitize a Portion of the CLIN 0090 (Tech Refresh Material Pricing (Option Year2)): TRP3_0076			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013 10B. DATED (SEE ITEM 11) 27 June 2013	
CODE		FACILITY CODE IU305					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

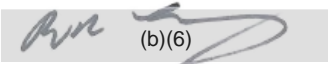
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Walter R. Leavy, Legal/Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 3/7/16	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 3/7/2016
BY  (b)(6) (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

The purpose of this modification is to 1) definitize a portion of the Option Year2 CLIN 2090 (Tech Refresh Material) pricing. Refer to (b)(4)

for previous CLIN x090 definitizations. Refer to (b)(4)
for all requirement documentation.

1. In Section B, revise the following CLIN 0090 values as a result of definitizing a portion of the “Not-to-Exceed” pricing for CLIN 2090AA (b)(4)

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

As established under contract modifications N00039-13-D-0013_P00086 (2090AA)

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

2. In Section B, the following CLIN 0090 “name” only is corrected

From:

CLIN	ES/TXS	Supplies/Services
2090AB	ES	Enterprise Services (ES)

As established under contract modifications N00039-13-D-0013_P00086 (2090AB), paragraph 1

To:

CLIN	ES/TXS	Supplies/Services
2090AB	ES	Tech Refresh Enterprise Services (ES)

3. In section B, establish the following CLIN that definitizes a portion of the “Not-to-Exceed” pricing during Option Year2:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AM	TXS	Tech Refresh Material (TXS) – (TRP3_0076)	-	EA	(b)(4)	-

4. In Section C, establish the following CLIN that definitizes a portion of the “Not-to-Exceed” pricing:

CLIN	ES/TXS	Supplies/Services	Description
2090AM	TXS	Tech Refresh Material (TXS) – (TRP3_0076)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with (b)(4)</p> <p>This CLIN covers the purchase of (TRP3_0076) equipment.</p>

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

2. AMENDMENT/MODIFICATION NO. P00089		13. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1ES 1325 10th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		CODE N00039		7. ADMINISTERED BY (If other than Item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county), State and ZIP Code) HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				...fil_		9A. AMENDMENT OF SOLICITATION NO.	
						98. DATED (SEE ITEM 11)	
CODE				IFACILITY CODE U305		10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013	
				X		10B. DATED (SEE ITEM 11) 27 June 2013	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods

(a) By completing Items B and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
NOT APPLICABLE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	FAR CLAUSE 52.212-4(c)-CHANGES (MAY 2015)
	8. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Kimberly Reavis, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY (b)(6)		BY (b)(6)	

The purpose of this modification is to modify the 'List of Key Personnel' in Section C, Clause 'C-6: 5252.237-9601 KEY PERSONNEL (DEC 1999)' on page 225 of the existing NGEN Executed Contract N00039-13-D-0013:

FROM: (Original)

(d) List of Key Personnel

Labor Categories

- (i) Program Manager (ES and Combined)
- (ii) Program Manager (TXS Only)
- (iii) Chief Engineer
- (iv) Chief Architect
- (v) Transition Manager
- (vi) Operations Manager (ES and Combined)
- (vii) Network Operations Center Manager (ES and Combined)
- (viii) Security Operations Center Manager (ES and Combined)
- (ix) Problem Management Manager (ES and Combined)
- (x) Field Service Delivery Manager
- (xi) Security Manager
- (xii) Performance and Quality Manager
- (xiii) Logistics Manager
- (xiv) Asset and Configuration Management Manager
- (xv) Contracts Manager

Name

(b)(4)

TO: (Revised)

(d) List of Key Personnel

Labor Categories

- (i) Program Manager (ES and Combined)
- (ii) Program Manager (TXS Only)
- (iii) Chief Engineer
- (iv) Chief Architect
- (v) Transition Manager
- (vi) Operations Manager (ES and Combined)
- (vii) Network Operations Center Manager (ES and Combined)
- (viii) Security Operations Center Manager (ES and Combined)
- (ix) Problem Management Manager (ES and Combined)
- (x) Field Service Delivery Manager
- (xi) Security Manager
- (xii) Performance and Quality Manager
- (xiii) Logistics Manager
- (xiv) Asset and Configuration Management Manager
- (xv) Contracts Manager

Name

(b)(4)

All other terms and conditions of contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 OF 7
2. AMENDMENT/MODIFICATION NO. P00090		3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE		N00039	7. ADMINISTERED BY (If other than Item 6) CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil			Add Additional Wall Plug Services (CLINs 2006AV through 2006BF – Option Year 2 Only)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				9B. DATED (SEE ITEM 11)
CODE			X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013
FACILITY CODE IU305				10B. DATED (SEE ITEM 11) 27 June 2013

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

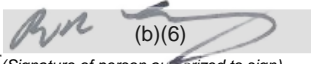
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Walter R. Leavy, Legal/Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY  (b)(6) (Signature of person authorized to sign)	3/10/16	BY _____ (Signature of Contracting Officer)	3/10/2016

The purpose of this modification is to add “Additional Wall Plug Services (CLIN 0006)” to sections B and C (Option Year 2 only). See RAPT #PMNMCI-9999-2014-NG0214 for associated proposal information.

1. In Section B, add CLINs as follows:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2006AV	TXS	Copper Test/Re-Label Services - 1 Wall Plug	1	EA	(b)(4)	-
2006AW	TXS	Fiber Test/Re-Label Services - 1 Wall Plug	1	EA	(b)(4)	-
2006AX	TXS	Copper Test, Label and Repair Services - 1 Wall Plug	1	EA	(b)(4)	-
2006AY	TXS	Fiber Test, Label and Repair Services - 1 Wall Plug	1	EA	(b)(4)	-
2006AZ	TXS	Copper Move, Re-terminate, Test and Label Services - Dual Wall Plug	1	EA	(b)(4)	-
2006BA	TXS	Fiber Move, Re-terminate, Test and Label Services - Dual Wall Plug	1	EA	(b)(4)	-
2006BB	TXS	Copper ISP Removal (cabling only) Services - Dual Wall Plug	1	EA	(b)(4)	-
2006BC	TXS	Fiber ISP Removal (cabling only) Services - Dual Wall Plug	1	EA	(b)(4)	-
2006BD	TXS	Copper/Fiber ISP Uninstall (coiled up for re-use) Services - Dual Wall Plug	1	EA	(b)(4)	-
2006BE	TXS	Copper/Fiber ISP Toning/Identifying Existing Cables Services - Dual Wall Plug	1	EA	(b)(4)	-
2006BF	TXS	Copper/Fiber ISP Modular Furniture Uplift Services - Dual Wall Plug	1	EA	(b)(4)	-

2. In Section C, add the CLIN descriptions as follows (Option Year 2 only):

0006AV	Copper Test/Re-Label Services - 1 Wall Plug	<p>The Contractor shall provide the service to test, certify and label one (1) ISP end-to-end copper network cable from the patch panel to the wall jack/patch-panel; no additional infrastructure repairs are included or required. The following conditions/limitations/restrictions apply:</p> <ul style="list-style-type: none"> • The port must be functioning and can be readily found on the patch panel as a condition for ordering this service. • Wall plugs requiring testing/re-labeling must be located within the same building. • Service will be provided during normal working hours, excluding week-ends and holidays (per section C-3). • Service does not include travel. If travel is required, the Government will order a separate travel-related CLIN. • Service is restricted to CONUS only.
0006AW	Fiber Test/Re-Label Services - 1 Wall Plug	<p>The Contractor shall provide the service to test, certify and label fiber desktop ISP (2-strands, single or multi-mode), end-to-end from the patch panel to the wall jack/patch-panel; no additional infrastructure repairs are included or required. The following conditions/limitations/restrictions apply:</p> <ul style="list-style-type: none"> • The port must be functioning and can be readily found on the patch panel as a condition for ordering this service. • Wall plugs requiring testing/re-labeling must be located within the same building. • Service will be provided during normal working hours, excluding week-ends and holidays (per section C-3). • Service does not include travel. If travel is required, the Government will order a separate travel-related CLIN. • Service is restricted to CONUS only.
0006AX	Copper Test, Label and Repair Services - 1 Wall Plug	<p>The Contractor shall provide the service to test, certify, label and repair one (1) ISP end-to-end network copper cable from the patch panel to the wall jack/patch-panel and includes replacing and/or re-terminating the jack and faceplate and re-terminating at the patch panel, as required. The following conditions/limitations/restrictions apply:</p> <ul style="list-style-type: none"> • This service is on a per port basis. If both ports of a 2-port drop are broken, two orders of this CLIN service will be required. • The repair scope is limited to the wall plate or patch panel location only. If a cable break occurs outside of these areas, the cable must be replaced through a CLIN x006AB, x006AC, or x006AD, whichever is appropriate. If it is determined that a new wall plug is required (i.e. CLIN x006AB, x006AC, or x006AD) to repair the broken infrastructure, the costs associated with this CLIN service will still be applicable and chargeable to the Government. • Wall plugs requiring testing/re-labeling must be located within the same building. • Service will be provided during normal working hours, excluding week-ends and holidays (per section C-3). • Service does not include travel. If travel is required, the Government will order a separate travel-related CLIN. • Service is restricted to CONUS only.

0006AY	Fiber Test, Label and Repair Services - 1 Wall Plug	<p>The Contractor shall provide the service to test, certify, label and repair fiber desktop ISP (2-strands, single or multi-mode), end-to-end from the patch panel to the wall jack/patch-panel and includes replacing/terminating, polishing, cleaning fiber connectors at the faceplate and at the patch panel as required. The following conditions/limitations/restrictions apply:</p> <ul style="list-style-type: none"> • This service is on a per port basis. If both ports of a 2-port drop are broken, two orders of this CLIN service will be required. • The repair scope is limited to the wall plate or patch panel location only. If a cable break occurs outside of these areas, the cable must be replaced through a CLIN x006AB, x006AC, or x006AD, whichever is appropriate. If it is determined that a new wall plug is required (i.e. CLIN x006AB, x006AC, or x006AD) to repair the broken infrastructure, the costs associated with this CLIN service will still be applicable and chargeable to the Government. • Wall plugs requiring testing/re-labeling must be located within the same building. • Service will be provided during normal working hours, excluding week-ends and holidays (per section C-3). • Service does not include travel. If travel is required, the Government will order a separate travel-related CLIN. • Service is restricted to CONUS only.
0006AZ	Copper Move, Re-terminate, Test and Label Services - Dual Wall Plug	<p>The Contractor shall provide the service for the relocation of an existing copper dual wall plug (2 copper network cables) to a new location, re-labeling and re-terminating the cables at the wall plate and patch panel, and associated testing and certification. The following conditions/limitations/restrictions apply:</p> <ul style="list-style-type: none"> • The existing cable must be long enough to reach the new wall plug location. If the cable is not long enough, a separate CLIN x006AB, x006AC, or x006AD, whichever is appropriate, must be ordered for each affected wall plug. * • The wall plug move is restricted to a location within the same room. If core drilling, a new pathway, or significant EMT/conduit work is necessary, a separate CLIN x006AB, x006AC, or x006AD (whichever is appropriate) for each affected wall plug will be required. * • All wall plugs requiring relocation must be located within the same building and room. • Service will be provided during normal working hours, excluding week-ends and holidays (per section C-3). • Service does not include travel. If travel is required, the Government will order a separate travel-related CLIN. • Service is restricted to CONUS only. <p>*Note: if the existing cable length is insufficient and if core drilling, new pathway, or EMT/conduit work, etc., are all necessary, then only one (1) separate CLIN x006AB, x006AC, or x006AD, whichever is appropriate, must be ordered for each affected wall plug.</p>

0006BA	Fiber Move, Re-terminate, Test and Label Services - Dual Wall Plug	<p>The Contractor shall provide the service for the relocation of an existing fiber dual wall plug (4 fiber strands, single or multi-mode) to a new location, re-labeling and re-terminating the cables at the wall plate and patch panel, and associated testing and certification. The move includes replacing/terminating, polishing, cleaning fiber connectors at the faceplate and at the patch panel as required. The following conditions/limitations/restrictions apply:</p> <ul style="list-style-type: none">• The existing fiber strands must be long enough to reach the new wall plug location. If the fiber strands are not long enough, a separate CLIN x006AB, x006AC, or x006AD, whichever is appropriate, must be ordered for each affected wall plug. *• The wall plug move is restricted to a location within the same room. If core drilling, a new pathway, or significant EMT/conduit work is necessary, a separate CLIN x006AB, x006AC, or x006AD (whichever is appropriate) for each affected wall plug will be required. *• All wall plugs requiring relocation must be located within the same building and room.• Service will be provided during normal working hours, excluding week-ends and holidays (per section C-3).• Service does not include travel. If travel is required, the Government will order a separate travel-related CLIN.• Service is restricted to CONUS only. <p>*Note: if the existing cable length is insufficient and if core drilling, new pathway, or EMT/conduit work, etc., are all necessary, then only one (1) separate CLIN x006AB, x006AC, or x006AD, whichever is appropriate, must be ordered for each affected wall plug.</p>
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0006BB	Copper ISP Removal (cabling only) Services - Dual Wall Plug	<p>The Contractor shall provide the service for the removal of an existing copper dual wall plug (2 copper network cables) from a building, including the user wall plug location and the NMCI IDF. The following conditions/limitations/restrictions apply:</p> <ul style="list-style-type: none">• Every effort will be made to remove the cabling end to end. If however the cabling is bundled with active ISP, the network cables will be terminated (cut) at the nearest available junction above the ceiling at both the IDF and wall plug location.• This effort does not include taking down conduit or other infrastructure.• All wall plugs requiring removal must be located within the same building and room.• Service will be provided during normal working hours, excluding week-ends and holidays (per section C-3).• Service does not include travel. If travel is required, the Government will order a separate travel-related CLIN.• Service is restricted to CONUS only.
0006BC	Fiber ISP Removal (cabling only) Services - Dual Wall Plug	<p>The Contractor shall provide the service for the removal of an existing fiber dual wall plug (4 fiber strands, single or multi-mode) from a building, including the user wall plug location and the NMCI IDF. The following conditions/limitations/restrictions apply:</p> <ul style="list-style-type: none">• Every effort will be made to remove the cabling end to end. If however the cabling is bundled with active ISP, the network cables will be terminated (cut) at the nearest available junction above the ceiling at both the IDF and wall plug location.• This effort does not include taking down conduit or other infrastructure.• All wall plugs requiring removal must be located within the same building and room.• Service will be provided during normal working hours, excluding week-ends and holidays (per section C-3).• Service does not include travel. If travel is required, the Government will order a separate travel-related CLIN.• Service is restricted to CONUS only.

0006BD	Copper/Fiber ISP Uninstall (coiled up for re-use) Services - Dual Wall Plug	<p>The Contractor shall provide the service for the relocation of an existing dual wall plug (2 copper network cables or up to 6 fiber strands, single or multi-mode) to the ceiling in support of furniture/office reconfiguration. The service includes disconnecting the desk side drop, rolling up the cables, placing them in a false ceiling area or centralized location, and labeling for "Future Use". The following conditions/limitations/restrictions apply:</p> <ul style="list-style-type: none">• The scope of this service does not include moving the wall plug back down to the desk and will require a Copper or Fiber Move service (i.e. CLINs 0006AZ or 0006BA).• All wall plugs must be located within the same building.• Service will be provided during normal working hours, excluding week-ends and holidays (per section C-3).• Service does not include travel. If travel is required, the Government will order a separate travel-related CLIN.• Service is restricted to CONUS only.
0006BE	Copper/Fiber ISP Toning/Identifying Existing Cables Services - Dual Wall Plug	<p>The Contractor shall provide the service for testing/toning/identifying an existing dual wall plug (2 copper network cables or up to 6 fiber strands, single or multi-mode) that are not labeled at the wall jack, patch panel, or coiled up location. The following conditions/limitations/restrictions apply:</p> <ul style="list-style-type: none">• All wall plugs must be located within the same building.• Service will be provided during normal working hours, excluding week-ends and holidays (per section C-3).• Service does not include travel. If travel is required, the Government will order a separate travel-related CLIN.• Service is restricted to CONUS only.
0006BF	Copper/Fiber ISP Modular Furniture Uplift Services - Dual Wall Plug	<p>The Contractor shall provide the service for installing a dual wall plug (2 copper network cables or 4 fiber strands, single or multi-mode) within Modular\Cubicle Furniture pathway systems. The following conditions/limitations/restrictions apply:</p> <ul style="list-style-type: none">• All wall plugs must be located within the same building.• Service will be provided during normal working hours, excluding week-ends and holidays (per section C-3).• Service does not include travel. If travel is required, the Government will order a separate travel-related CLIN.• Service is restricted to CONUS only.

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J		PAGE OF PAGES 1 OF 2		
2. AMENDMENT/MODIFICATION NO. P00091		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		N00039		7. ADMINISTERED BY (If other than Item 6)		CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil				Definitize a Portion of the CLIN 0090 (Tech Refresh Material Pricing (Option Year2)): TRP4_0089			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO.	
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				(X)		9B. DATED (SEE ITEM 11)	
				(X)		10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013	
						10B. DATED (SEE ITEM 11) 27 June 2013	
CODE		FACILITY CODE IU305					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

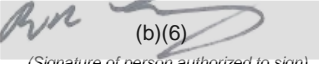
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Walter R. Leavy, Legal/Contracts		Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY  (b)(6)	3/16/16	BY _____	3/16/2016
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

The purpose of this modification is to 1) definitize a portion of the Option Year2 CLIN 2090 (Tech Refresh Material) pricing. Refer to P00012, P00025, P00030, P00038, P00046, P00048, P00053, P00055, P00062, P00065, P00067, P00069, P00079, P00081, P00083, P00086, and P00088 for previous CLIN x090 definitizations. Refer to RAPT request PMNMCI-9999-2016-NG1995 for all requirement documentation.

1. In Section B, revise the following CLIN 0090 values as a result of definitizing a portion of the “Not-to-Exceed” pricing for CLIN 2090AA (b)(4))

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

As established under contract modifications N00039-13-D-0013_P00088 (2090AA)

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

2. In section B, establish the following CLIN that definitizes a portion of the “Not-to-Exceed” pricing during Option Year2:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AN	TXS	Tech Refresh Material (TXS) – (TRP4_0089)	-	EA	(b)(4)	-

3. In Section C, establish the following CLIN that definitizes a portion of the “Not-to-Exceed” pricing:

CLIN	ES/TXS	Supplies/Services	Description
2090AN	TXS	Tech Refresh Material (TXS) – (TRP4_0089)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.</p> <p>This CLIN covers the purchase of (TRP4_0089) equipment.</p>

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.